

# COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.

Director

SUSAN KERR

Chief Deputy Director

RODERICK SHANER, M.D.

Medical Director



## BOARD OF SUPERVISORS

GLORIA MOLINA

YVONNE B. BURKE

ZEV YAROSLAVSKY

DON KNABE

MICHAEL D. ANTONOVICH

## DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.info>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601

Fax: (213) 386-1297

November 2, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF A NEW DEPARTMENT OF MENTAL HEALTH  
LEGAL ENTITY AGREEMENT WITH  
TESSIE CLEVELAND COMMUNITY SERVICES CORPORATION  
FOR FISCAL YEARS 2006-07, 2007-08, 2008-09 AND 2009-10  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director of Mental Health or his designee to prepare, sign, and execute a new Department of Mental Health (DMH) Legal Entity (LE) Agreement (substantially similar to Attachment I) with Tessie Cleveland Community Services Corporation (Tessie Cleveland CSC) to provide the program currently known as Special Service for Groups (SSG) South Los Angeles Family Center, effective December 1, 2006. The new LE Agreement will include the portion of the Augustus F. Hawkins/Tessie Cleveland CSC/SSG Children's Collaborative (A/T/S Children's Collaborative), currently provided by Tessie Cleveland CSC through its subcontract with SSG. For Fiscal Year (FY) 2006-07, the annualized Maximum Contract Amount (MCA) of \$5,567,200 for the new Agreement has been prorated to a seven (7) month amount of \$3,247,600, and is fully funded by \$1,603,209 in Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Federal Financial Participation (FFP) Medi-Cal, \$1,310,462 in EPSDT-State General Funds (SGF), \$13,300 in Non EPSDT-FFP, and \$320,629 in Sales Tax Realignment funds which is included in DMH's FY 2006-07 Adopted Budget. The term of this new LE Agreement will be effective December 1, 2006, for FY 2006-07, with three (3) automatic one-year renewal periods.

*"To Enrich Lives Through Effective And Caring Service"*

2. Pending a subsequent Board action to sell the County-owned facility located at 8019 Compton Avenue, Los Angeles, CA 90001, authorize the inclusion of conditions for the use of space in the Tessie Cleveland CSC LE Agreement to enable Tessie Cleveland CSC to maintain the program at that site, free-of-charge, for program continuity and in consideration of the vital and unique mental health services provided by this program to children and their families in a significantly underserved area of the County. This provision only becomes inoperative when the County sells the property.
3. Authorize a three (3) month cash flow advance for Tessie Cleveland CSC, effective December 1, 2006, not to exceed one-seventh of the program's FY 2006-07 funding, or \$463,900 per month.
4. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to this LE Agreement, provided that:  
1) the County's total payments to contractor under this Agreement for the applicable fiscal year shall not exceed a change of 20 percent from the applicable revised MCA; 2) any such increase shall be used to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer (CAO) or their designee is obtained prior to any such amendment; 5) County and contractor may, by written amendment, reduce programs or services without reference to the 20 percent limitation and revise the applicable MCA; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each amendment.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The purpose of the recommended actions is to establish a new LE Agreement with Tessie Cleveland CSC. DMH has contracted with SSG for the South Los Angeles Family Services Program (SLAFSP), with Tessie Cleveland CSC as its subcontractor, since December 1, 2005, as approved by your Board on November 29, 2005. In addition, the Department, since May 2006, has contracted with SSG to provide the A/T/S Children's Collaborative. Both programs are located at 8019 Compton Avenue,

Los Angeles, CA 90001, in Supervisorial District 2 and Service Area 6 (SA 6). An Agreement with Tessie Cleveland CSC will enable the agency to directly provide these programs. This is in accordance with the plan approved by your Board on November 29, 2005, for SSG to "incubate" Tessie Cleveland CSC in order to promote the development of "grass-roots" local community providers and, specifically, to prepare the agency to become a new Mental Health provider when clinically, administratively and fiscally able to do so. It is now the consensus of DMH and the involved parties that the subcontracting/incubation process has gone well and that Tessie Cleveland CSC is clinically, administratively and fiscally prepared to manage the SLAFSP and its portion of the A/T/S Children's Collaborative. In addition, Tessie Cleveland CSC's successful subcontract/incubation period will serve as qualifying experience under any Departmental Request For Statement of Qualifications, including those pertaining to the Mental Health Services Act.

The requested cash flow advance will enable Tessie Cleveland CSC to meet operating expenses during this period of transition and pending receipt of State and EPSDT-FFP revenue.

#### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Organizational Goal No. 1, "Service Excellence," and Programmatic Goal No. 5, "Children and Families' Well-Being." The recommended actions will promote the continuation of the quality and unique character of the services currently provided by SSG through its subcontract with Tessie Cleveland CSC that focus on "whatever is needed" to build resiliency and help children succeed at home, in school and in the community.

#### **FISCAL IMPACT/FINANCING**

There is no impact on net County cost.

For FY 2006-07, the MCA in the amount of \$3,247,600 is fully funded by \$1,603,209 in EPSDT-FFP, \$1,310,462 in EPSDT-SGF, 13,300 in Non EPSDT-FFP, and \$320,629 in Sales Tax Realignment funds. This funding will be redirected from the SSG LE Agreement and is included in DMH's FY 2006-07 Adopted Budget.

For FYs 2007 through 2010, the annualized MCA will be \$5,567,200, fully funded by \$2,748,300 in EPSDT-FFP, \$2,246,460 in EPSDT-SGF, \$22,800 in Non EPSDT-FFP, \$549,640 in Sales Tax Realignment. Funding for the three (3) automatic one-year renewal periods will be requested during DMH's annual budget process, but may be subject to change because of anticipated budgetary factors which may impact the funding that is given to the County by the State and/or Federal government on an annual basis.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Department has contracted with SSG for the SLAFSP, with Tessie Cleveland CSC as its subcontractor since December 1, 2005, as approved by your Board on November 29, 2005. As previously indicated, the intent of the subcontract was for Tessie Cleveland CSC to provide the SLAFSP services while preparing to become a new Mental Health provider. Under Tessie Cleveland CSC, the SLAFSP Services will continue to serve children, adolescents, and families in SA 6, with a non-traditional, community-based services model. The program accepts referrals from other mental health services providers, the Department of Public Social Services (DPSS) and Department of Children and Family Services (DCFS), school districts, and other family service agencies. Treatment components consist of basic outpatient services, as well as short-term intensive day treatment, therapeutic behavioral services, and school-based services.

The A/T/S Children's Collaborative was developed in response to the intensive service needs of children and adolescents in SA 6, particularly those who require an intensive level of care in order to return successfully from acute inpatient hospitalizations or out-of-home placements to the community, and those who are uninsured at the time of referral. Partners in the A/T/S Collaborative are the directly operated Augustus F. Hawkins (AFH) Child and Adolescent Program, SSG and Tessie Cleveland CSC. With the establishment of Tessie Cleveland CSC as a mental health contractor, AFH will continue to provide basic mental health services and medication support during regular clinic hours. Tessie Cleveland CSC will respond to referrals and provide an intensive treatment team, available 24/7, for a full range of services tailored to the needs of each child. Programming will be provided in clients' homes when indicated, be available on weekends when other services are typically unavailable, and include such specialized interventions as

therapeutic behavioral services, short-term intensive day treatment, and multi-disciplinary assessment teams. SSG will continue to participate in assessing and developing service plans for referred children and providing school based and other mental health services.

SSG has agreed to a voluntary reduction of its MCA in the annual amount of \$5,567,200, prorated at \$3,247,600 for FY 2006-07. This reduction will be accomplished by an amendment under delegated authority and will be effective November 30, 2006. Both parties have agreed that the contingency fund for repayment of potential audit exceptions that is currently maintained by SSG will become a receivable account for Tessie Cleveland CSC. Accordingly, Tessie Cleveland CSC will assume liability for any past, current, and future audit exceptions. The Department anticipates no disruption in services or in current program personnel.

The agreement format has been reviewed and approved by County Counsel. The proposed actions have been reviewed and approved by the Chief Administrative Officer, DMH's Program and Fiscal Administration. Clinical and administrative staff of DMH will administer and supervise the new Agreement, evaluate the programs to ensue that quality services are being provided to clients, and that the Agreement provisions and Department policies are being followed. The Los Angeles County Community Business Enterprise (LAC-CBE) Program information form is Attachment II.

### **CONTRACTING PROCESS**

On August 14, 2006, a Board memo was sent regarding Notification of Successful Incubation of a Proposed New Mental Health Services Provider with Tessie Cleveland CSC to comply with the CAO contracting policy requirements.

### **IMPACT ON CURRENT SERVICES**

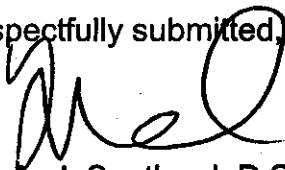
The requested actions will establish a new Mental Health contractor that, for the past year, has provided the South Los Angeles Family Service as a subcontractor for SSG. It is anticipated that there will be a smooth transition with SLAFSP clients being able to continue to receive services at the same location and with their same clinicians. It is further anticipated that service levels and quality will be maintained, and that there will be no negative impact on current services.

The Honorable Board of Supervisors  
November 2, 2006  
Page 6

**CONCLUSION**

The DMH will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the DMH's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



Marvin J. Southard, D.S.W.  
Director of Mental Health

MJS:JA:RK:JKA

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Chairperson, Mental Health Commission

## DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

## CONTRACTOR:

Tessie Cleveland Community Services CorporationContract Number

## Business Address:

8019 South Compton AvenueN/AReference Number(s)Los Angeles, CA 90015TBALegal Entity NumberProvider Number(s) 7604Contractor Headquarters' Supervisorial District 2Mental Health Service Area(s) 6 OR Countywide=====*Below This Line For Official CDAD Use Only*=====

## DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director Jim AllenLead Manager Jackie Wilcox

K: S\_\_ --or-- U\_\_ S\_\_

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS .....	1
PREAMBLE .....	2
1. TERM .....	5
2. ADMINISTRATION .....	6
3. DESCRIPTION OF SERVICES/ACTIVITIES .....	7
4. FINANCIAL PROVISIONS .....	8
A. General .....	8
B. Mental Health Services Act (MHSA) .....	9
C. Reimbursement For Initial Period .....	9
D. Reimbursement If Agreement Is Automatically Renewed .....	10
E. SDMH Approval of Negotiated Rate(s) .....	11
F. Established Maximum Allowable Rates .....	11
G. Title XIX Short-Doyle/Medi-Cal Services, EPSDT Title XIX Medi-Cal Services, and Title XIX Medi-Cal Administrative Activities .....	11
H. Funding Sources .....	14
I. Government Funding Restrictions .....	15
J. Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest .....	15
K. Payment .....	16
L. Cash Flow Advance In Expectation Of Services/Activities To Be Rendered .....	20
M. Maximum Monthly Payment .....	21
N. Withholding of Payment For Nonsubmission of IS and Other Information .....	22
O. Annual Cost Reports .....	22
P. Adjustments and Settlement Annual Cost Report .....	23
Q. Post Fiscal Year Audit Settlement .....	24
R. Audit Appeals After Post Audit Settlement .....	25
S. County Audit Settlements .....	25
T. Payments Due to County/Method of Payment .....	25
U. Interest Charges on Delinquent Payments .....	26
V. Financial Solvency .....	26
W. Limitation of County's Obligation Due to Nonappropriation of Funds .....	26
X. California Work Opportunity and Responsibility to Kids (CalWORKs) .....	26
Y. AB 3632 Services Utilizing SB 90 Funds .....	27
Z. General Relief Opportunities for Work (GROW) Reimbursement .....	28
AA. Healthy Families .....	28
BB. Supportive and Therapeutic Options Program (STOP) Funds .....	28
CC. Contractor Requested Changes .....	29
DD. Delegated Authority .....	29
5. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS .....	30
6. PRIOR AGREEMENT(S) SUPERSEDED .....	30
7. STAFFING .....	31
8. STAFF TRAINING AND SUPERVISION .....	31
9. PROGRAM SUPERVISION, MONITORING AND REVIEW .....	32
10. PERFORMANCE STANDARDS AND OUTCOME MEASURES .....	32
11. COUNTY'S QUALITY ASSURANCE PLAN .....	32
12. RECORDS AND AUDITS .....	33
13. REPORTS .....	36
14. CONFIDENTIALITY .....	37
15. PATIENTS'/CLIENTS' RIGHTS .....	37
16. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS .....	37
17. NONDISCRIMINATION IN SERVICES .....	38



	<u>PARAGRAPH</u>	<u>PAGE</u>
1		
2		
3	18. NONDISCRIMINATION IN EMPLOYMENT .....	39
4	19. FAIR LABOR STANDARDS .....	40
5	20. INDEMNIFICATION AND INSURANCE .....	40
6	21. WARRANTY AGAINST CONTINGENT FEES .....	43
7	22. CONFLICT OF INTEREST .....	43
8	23. UNLAWFUL SOLICITATION .....	43
9	24. INDEPENDENT STATUS OF CONTRACTOR .....	44
10	25. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR	
11	FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST .....	44
12	26. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR	
13	GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR	
14	EMPLOYMENT .....	44
15	27. DELEGATION AND ASSIGNMENT BY CONTRACTOR .....	45
16	28. SUBCONTRACTING .....	45
17	29. GOVERNING LAW, JURISDICTION AND VENUE .....	47
18	30. COMPLIANCE WITH APPLICABLE LAW .....	48
19	31. THIRD PARTY BENEFICIARIES .....	48
20	32. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES .....	48
21	33. CHILD SUPPORT COMPLIANCE PROGRAM .....	48
22	34. TERMINATION FOR INSOLVENCY .....	49
23	35. TERMINATION FOR DEFAULT .....	49
24	36. TERMINATION FOR IMPROPER CONSIDERATION .....	50
25	37. SEVERABILITY .....	50
26	38. CAPTIONS AND PARAGRAPH HEADINGS .....	50
27	39. ALTERATION OF TERMS .....	50
28	40. ENTIRE AGREEMENT .....	50
29	41. WAIVER .....	51
30	42. EMPLOYMENT ELIGIBILITY VERIFICATION .....	51
31	43. PUBLIC ANNOUNCEMENTS AND LITERATURE .....	51
32	44. PURCHASES .....	51
33	45. AUTHORIZATION WARRANTY .....	53
34	46. RESTRICTIONS ON LOBBYING .....	53
35	47. CERTIFICATION OF DRUG-FREE WORK PLACE .....	53
36	48. COUNTY LOBBYISTS .....	53
37	49. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES .....	53
38	50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	54
39	51. USE OF RECYCLED-CONTENT PAPER PRODUCTS .....	54
40	52. CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	54
41	53. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED	
42	PROGRAM .....	55
43	54. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT .....	56
44	55. COMPLIANCE WITH JURY SERVICE PROGRAM .....	57
45	56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	59
46	57. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY	
47	SURRENDERED BABY LAW .....	59
48	58. COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM .....	59
49	59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY	
50	EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76) .....	64
51	60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....	64
52	61. NOTICES .....	65

## ATTACHMENTS

1	
2	
3	ATTACHMENT I DEFINITIONS
4	ATTACHMENT II FINANCIAL SUMMARY(IES) FY <u>2006-2007</u> FY <u>2007-2008</u> FY <u>2008-2009</u>
5	and FY <u>2009-2010</u>
6	ATTACHMENT III SERVICE DELIVERY SITE EXHIBIT(S)
7	ATTACHMENT IV SERVICE EXHIBIT(S)
8	ATTACHMENT V CASH FLOW ADVANCE (CFA) SCHEDULE AND CFA CLAIMS PAYMENT
9	EXAMPLE, (Sections 1, 2 and 3)
10	ATTACHMENT VI ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
11	ATTACHMENT VII SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)
12	ATTACHMENT VIII CROSSWALK FACT SHEET
13	ATTACHMENT IX CHARITABLE CONTRIBUTIONS CERTIFICATION
14	
15	
16	
17	
18	
19	
20	

LEGAL ENTITY:NRTIT20C.IVA.LEtbiCont06-07. REVISED 05/30/06



1 procedures developed by County; State's Medicaid Plan; and policies and procedures which have been  
2 documented in the form of Policy Letters issued by State Department of Mental Health; and/or for State  
3 Department of Health Services.

4 WHEREAS, this Agreement is authorized by WIC Section 5600 et seq., California Government Code  
5 Sections 23004, 26227 and 53703, and otherwise.

6 NOW, THEREFORE, Contractor and County agree as follows:

7 **PREAMBLE**

8 For over a decade, the County has collaborated with its community partners to enhance the capacity of the  
9 health and human services system to improve the lives of children and families. These efforts require, as a  
10 fundamental expectation, that the County's contracting partners share the County and community's  
11 commitment to provide health and human services that support achievement of the County's vision, goals,  
12 values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the  
13 adoption of the Customer Service and Satisfaction Standards.

14 The County of Los Angeles' Vision is to improve the quality of life in the County by providing  
15 responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and  
16 prosperity of individuals, families, businesses and communities. This philosophy of teamwork and  
17 collaboration is anchored in the shared values of:

- 18
- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

19 These shared values are encompassed in the County Mission to enrich lives through effective and  
20 caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3)

21 Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community  
22 Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families  
23 requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries,  
24 by and between County departments/agencies, and community and contracting partners.

25 The basic conditions that represent the well-being we seek for all children and families in Los Angeles  
26 County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- 27
- 28 • Good Health;
  - 29 • Economic Well-Being;
  - 30 • Safety and Survival;
  - 31 • Emotional and Social Well-Being; and
  - 32 • Education and Workforce Readiness.

33 Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for  
34 children and families, consensus has emerged among County and community leaders that making substantial  
35 improvements in integrating the County's health and human services system is necessary to significantly

1 move toward achieving these outcomes. The County has also established the following values and goals for  
2 guiding this effort to integrate the health and human services delivery system:

- 3       ✓ Families are treated with respect in every encounter they have with the health, educational, and  
4       social services systems.
- 5       ✓ Families can easily access a broad range of services to address their needs, build on their  
6       strengths, and achieve their goals.
- 7       ✓ There is no "wrong door": wherever a family enters the system is the right place.
- 8       ✓ Families receive services tailored to their unique situations and needs.
- 9       ✓ Service providers and advocates involve families in the process of determining service plans,  
10      and proactively provide families with coordinated and comprehensive information, services, and  
11      resources.
- 12      ✓ The County service system is flexible, able to respond to service demands for both the  
13      Countywide population and specific population groups.
- 14      ✓ The County service system acts to strengthen communities, recognizing that just as individuals  
15      live in families, families live in communities.
- 16      ✓ In supporting families and communities, County agencies work seamlessly with public and  
17      private service providers, community-based organizations, and other community partners.
- 18      ✓ County agencies and their partners work together seamlessly to demonstrate substantial  
19      progress towards making the system more strength-based, family-focused, culturally-  
20      competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and  
21      accountable.
- 22      ✓ County agencies and their partners focus on administrative and operational enhancements to  
23      optimize the sharing of information, resources, and best practices while also protecting the  
24      privacy rights of families.
- 25      ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service  
26      plan, staff development opportunities, infrastructure enhancements, customer service and  
27      satisfaction evaluation, and revenue maximization.
- 28      ✓ County agencies and their partners create incentives to reinforce the direction toward service  
29      integration and a seamless service delivery system.
- 30      ✓ The County human service system embraces a commitment to the disciplined pursuit of results  
31      accountability across systems. Specifically, any strategy designed to improve the County  
32      human services system for children and families should ultimately be judged by whether it helps  
33      achieve the County's five outcomes for children and families: good health, economic well-being,  
34      safety and survival, emotional and social well-being, and education and workforce readiness.

1 The County, its clients, contracting partners, and the community will continue to work together to  
2 develop ways to make County services more accessible, customer friendly, better integrated, and outcome-  
3 focused. Several departments have identified shared themes in their strategic plans for achieving these goals  
4 including: making an effort to become more consumer/client-focused; valuing community partnerships and  
5 collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team  
6 approach. County departments are also working to provide the Board of Supervisors and the community with  
7 a better understanding of how resources are being utilized, how well services are being provided, and what  
8 are the results of the services: is anyone better off?

9 The County of Los Angeles health and human service departments and their partners are working  
10 together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving  
11 outcomes for children and families.

12 **Personal Service Delivery**

13 The service delivery team – staff and volunteers – will treat customers and each other with courtesy,  
14 dignity, and respect.

- 15 • Introduce themselves by name
- 16 • Listen carefully and patiently to customers
- 17 • Be responsive to cultural and linguistic needs
- 18 • Explain procedures clearly
- 19 • Build on the strengths of families and communities

20 **Service Access**

21 Service providers will work proactively to facilitate customer access to services.

- 22 • Provide services as promptly as possible
- 23 • Provide clear directions and service information
- 24 • Outreach to the community and promote available services
- 25 • Involve families in service plan development
- 26 • Follow-up to ensure appropriate delivery of services

27 **Service Environment**

28 Service providers will deliver services in a clean, safe, and welcoming environment, which supports  
29 the effective delivery of services.

- 30 • Ensure a safe environment
- 31 • Ensure a professional atmosphere
- 32 • Display vision, mission, and values statements
- 33 • Provide a clean and comfortable waiting area
- 34 • Ensure privacy
- 35 • Post complaint and appeals procedures

36 The basis for all County health and human services contracts is the provision of the highest level of  
37 quality services that support improved outcomes for children and families. The County and its contracting  
38 partners must work together and share a commitment to achieve a common vision, goals, outcomes, and  
39 standards for providing services.

1     **1.     TERM:**

2             A.     Initial Period: The Initial Period of this Agreement shall commence on December 1, 2006 and  
3 shall continue in full force and effect through June 30, 2007.

4             B.     Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically  
5 renewed two additional periods without further action by the parties hereto unless either party desires to  
6 terminate this Agreement at the end of either the Initial Period or First Automatic Renewal Period and gives  
7 written notice to the other party not less than 30 days prior to the end of the Initial Period or at the end of the  
8 First Automatic Renewal Period, as applicable.

9                 (1)     First Automatic Renewal Period: If this Agreement is automatically renewed, the  
10 First Automatic Renewal Period shall commence on July 1, 2007 and shall continue in full force and effect  
11 through June 30, 2008.

12                (2)     Second Automatic Renewal Period: If this Agreement is automatically renewed, the  
13 Second Automatic Renewal Period shall commence on July 1, 2008 and shall continue in full force and effect  
14 through June 30, 2009.

15                (3)     Third Automatic Renewal Period: If this Agreement is automatically renewed, the  
16 Third Automatic Renewal Period shall commence on July 1, 2009 and shall continue in full force and effect  
17 through June 30, 2010.

18             C.     Termination:

19                (1)     This Agreement may be terminated by either party at any time without cause by  
20 giving at least 30 days prior written notice to the other party.

21                (2)     This Agreement may be terminated by County immediately:

22                     (a)     If County determines that:

23                             i.     Any Federal, State, and/or County funds are not available for this  
24 Agreement or any portion thereof; or

25                             ii.    Contractor has failed to initiate delivery of services within 30 days of  
26 the commencement date of this Agreement; or

27                             iii.   Contractor has failed to comply with any of the provisions of  
28 Paragraphs 17 (NONDISCRIMINATION IN SERVICES), 18 (NONDISCRIMINATION IN EMPLOYMENT), 20  
29 (INDEMNIFICATION AND INSURANCE), 21 (WARRANTY AGAINST CONTINGENT FEES), 22 (CONFLICT  
30 OF INTEREST), 27 (DELEGATION AND ASSIGNMENT), 28 (SUBCONTRACTING), 33 (CHILD SUPPORT  
31 COMPLIANCE PROGRAM), 47 (CERTIFICATION OF DRUG-FREE WORK PLACE), and/or 53  
32 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM); or

33                     (b)     In accordance with Paragraphs 34 (TERMINATION FOR INSOLVENCY),  
34 35 (TERMINATION FOR DEFAULT), 36 (TERMINATION FOR IMPROPER CONSIDERATION), and/or 48  
35 (COUNTY LOBBYISTS).

1 (3) This Agreement shall terminate as of June 30 of the last Fiscal Year for which funds  
2 for this Agreement were appropriated by County as provided in Paragraph 5 (COUNTY'S OBLIGATION FOR  
3 CURRENT AND FUTURE FISCAL YEARS).

4 (4) In the event that this Agreement is terminated, then:

5 (a) On or after the date of the written notice of termination, County, in its sole  
6 discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual  
7 Cost Report. Contractor shall prepare an Annual Cost Report, including a statement of expenses and  
8 revenues, which shall be submitted pursuant to Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph O  
9 (Annual Cost Reports), within 75 days of the date of termination. Such preliminary settlement shall not exceed  
10 the Maximum Monthly Payment (see Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph M (Maximum  
11 Monthly Payment) multiplied by the actual number of months or portion thereof during which this Agreement  
12 was in effect during the particular Fiscal Year; and

13 (b) Upon issuance of any notice of termination, Contractor shall make  
14 immediate and appropriate plans to transfer or refer all patients/clients receiving services under this  
15 Agreement to other agencies for continuing services in accordance with the patient's/client's needs. Such  
16 plans shall be subject to prior written approval of Director, except that in specific cases, as determined by  
17 Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an  
18 immediate transfer or referral. If Contractor terminates this Agreement, all costs related to all such transfers  
19 or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor  
20 reimbursable in any way under this Agreement; and

21 (c) If Contractor is in possession of any equipment, furniture, removable  
22 fixtures, materials, or supplies owned by County as provided in Paragraph 44 (PURCHASES), the same shall  
23 be immediately returned to County.

24 (5) Any termination of this Agreement by County shall be approved by County's Board of  
25 Supervisors.

26 D. Suspension of Payments: Payments to Contractor under this Agreement shall be suspended  
27 if Director, for good cause, determines that Contractor is in default under any of the provisions of this  
28 Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 days notice of such  
29 suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension.  
30 Thereafter, Contractor may, within 15 days, request reconsideration of the Director's decision. Payments shall  
31 not be withheld pending the results of the reconsideration process.

32 E. Six Months Notification of Agreement Expiration: Contractor shall notify County when this  
33 Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and  
34 addresses which are set forth in Paragraph 61 (NOTICES).

35 2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of  
36 County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County



1 regarding Contractor's performance hereunder.

2 3. DESCRIPTION OF SERVICES/ACTIVITIES: Contractor shall provide mental health services in the  
3 form as identified on the Financial Summary and Service Exhibit(s) and in the Program Description of  
4 Contractor's Negotiation Package for this Agreement as approved in writing by Director, including any  
5 addenda thereto as approved in writing by Director. Services provided by Contractor shall be the same  
6 regardless of the patient's/client's ability to pay or source of payment.

7 Contractor shall be responsible for delivering services to new clients to the extent that funding is  
8 provided by County. Where Contractor determines that services to new clients can no longer be delivered,  
9 Contractor shall provide 30 days prior notice to County. Contractor shall also thereafter make referrals of new  
10 clients to County or other appropriate agencies.

11 Contractor shall not be required to provide the notice in the preceding paragraph when County  
12 reduces funding to Contractor, either at the beginning or during the fiscal year. In addition, when County cuts  
13 the funding for a particular program provided by Contractor, Contractor shall not be responsible for continuing  
14 services for those clients linked to that funding. Contractor shall also thereafter make referrals of those clients  
15 to County or other appropriate agencies.

16 Contractor may provide activities claimable as Title XIX Medi-Cal Administrative Activities pursuant to WIC  
17 Section 14132.44. The administrative activities which may be claimable as Title XIX Medi-Cal Administrative  
18 Activities are shown on the Financial Summary and are described in the policies and procedures provided by  
19 SDMH and/or SDHS.

20 Contractor may provide mental health services claimable as Early and Periodic Screening, Diagnosis,  
21 and Treatment (EPSDT) services.

22 If, during Contractor's provision of services under this Agreement, there is any need for substantial  
23 deviation from the services as described in Contractor's Negotiation Package for this Agreement, as approved  
24 in writing by Director, including any addenda thereto as approved in writing by Director, then Contractor shall  
25 submit a written request to Director for written approval before any such substantial deviation may occur.

26 The following language applies only to *Contractors found eligible to provide mental health services*  
27 *claimable under the Mental Health Services Act (MHSA):* Contractor has been found to be eligible to provide  
28 mental health services claimable as MHSA services. Contractor has demonstrated experience and training in  
29 its specialized field and has submitted to the County a Statement of Qualifications (SOQ) in response to  
30 County's RFSQ for the provision of such services, and Contractor has met the minimum qualifications listed in  
31 the RFSQ and has been selected for recommendation for placement on a MHSA Master Agreement eligibility  
32 list. Placement on the Master Agreement eligibility list does not guarantee that Contractor will be selected to  
33 provide mental health services claimable as MHSA services. In order to provide mental health services  
34 claimable as MHSA services, a provider must have been selected to provide MHSA services pursuant to a  
35 Request for Services.

1     4.     FINANCIAL PROVISIONS:

2             A.     General: This Agreement provides for reimbursement as provided in this Paragraph 4  
3 (FINANCIAL PROVISIONS), Subparagraph K (1) (Payment) and as shown on the Financial Page(s). The  
4 Contractor will comply with all requirements necessary for reimbursement as established by Federal, State  
5 and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives. This  
6 includes, but is not limited to, any requested reports, written statements, or other information not available to  
7 DMH requested in writing by Director or his designee concerning any associated funding paid to Contractor.  
8 Under no circumstances can the total Maximum Contract Amount of this Agreement be increased or  
9 decreased without a properly executed amendment.

10             (1)     Cost Reimbursement (CR): County agrees to reimburse Contractor during the term  
11 of this Agreement for the actual and allowable costs, less all fees paid by or on behalf of patients/clients  
12 receiving services/activities hereunder and all other revenue, interest and return resulting from  
13 services/activities and/or funds paid by County to Contractor hereunder but not to exceed the Maximum  
14 Reimbursable Amount per visit as shown on the Financial Summary and the maximum number of allowable  
15 visits stipulated in the Fee-For-Service Medi-Cal Specialty Mental Health Services Provider Manual when  
16 Contractor is providing mental health services, specialty mental health services and/or Title XIX Medi-Cal  
17 Administrative Activities hereunder in accordance with WIC Sections 5704, 5707, 5709, 5710, 5714, 5716,  
18 5717, 5718, 5719, 5720, 5721, 5723, and 14132.44; CCR Titles 9 and 22; SDMH Policy Letters; CR/DC  
19 Manual; Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services  
20 under the Rehabilitation Option and Targeted Case Management Services; DMH policies and procedures; and  
21 all other applicable Federal, State, and local laws, ordinances, rules, regulations manuals, guidelines, and  
22 directives. For payments to reimburse mental health services, actual and allowable costs are considered to  
23 be total units of service times the applicable contracted provisional billing rate per unit of service. Mental  
24 health service support cost (aka flex fund or wraparound cost) such as Client Supportive Services will be  
25 reimbursed based on invoices authorized for payment by DMH program managers.

26             (2)     EPSDT: County agrees to reimburse Contractor during the term of this Agreement  
27 for providing EPSDT mental health services/activities over the State established baseline in accordance with  
28 Federal and State laws and regulations. Baseline changes imposed by the State will be imposed on the  
29 Contractor in like percentages.

30                     EPSDT funds are part of the Maximum Contract Amount(s) of this Agreement and  
31 shall be paid by County to Contractor solely in County's capacity as the EPSDT claim intermediary between  
32 the Contractor and the State.

33             Notwithstanding any other provision of this Agreement, in the event that Contractor provides EPSDT  
34 services reimbursable under the State's EPSDT mandate claim process. Contractor shall be paid by County  
35 from EPSDT funds upon approval of such EPSDT claims from the State. The CGF allocated on the Financial  
36 Summary Page for EPSDT local match is designated solely for EPSDT eligible services and no CGF in this

category shall be transferred to any other category on said Financial Summary Page without Director's approval. In the event that EPSDT funds are not available to pay EPSDT claims or that State denies any or all of the EPSDT claims submitted by County on behalf of Contractor, Contractor shall indemnify and hold harmless County for any and all liability for payment of any or all of the denied EPSDT claims or for the unavailability of EPSDT funds to pay for EPSDT claims. Contractor shall be solely liable and responsible for all data and information submitted by Contractor to County in support of all claims for EPSDT funds submitted by County as the fiscal intermediary.

(3) IMD: County agrees to reimburse Contractor during the term of this Agreement for providing IMD mental health services/activities in accordance with State laws and regulations.

(4) Negotiated Rate (NR): County agrees to reimburse Contractor during the term of this Agreement for providing mental health services hereunder in accordance with WIC Sections 5704, 5705, 5707, 5709, 5710, 5714, 5716, 5717, 5718, 5719, 5720, 5721, 5723, and 14132.44; CCR Titles 9 and 22; SDMH Policy Letters; CR/DC Manual; Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; DMH policies and procedures; and all other applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives. Except for Title XIX Medi-Cal Administrative Activities, reimbursement shall be at the Negotiated Rate(s), as mutually agreed upon between County and Contractor and approved by SDMH (for any NR funded in whole or in part by Title XIX Short-Doyle/Medi-Cal and/or State funds) and as shown on the Financial Summary for non Medi-Cal eligible services less all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor hereunder.

B. Mental Health Services Act (MHSA): The execution of Amendments issued under the MHSA RFSQ does not guarantee a Contractor any amount of funding. Contractor shall not be entitled to any payment of MHSA funds by County under this Agreement except pursuant to validly executed and satisfactorily performed Work Orders or Amendments completed in accordance with County issued MHSA Request for Services (RFS) that includes a specific and detailed Statement(s) of Work.

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like MHSA goods and/or services from other entities or sources.

C. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed THREE MILLION TWO HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED NINETY-NINE DOLLARS (\$3,247,599) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable through cash and/or appropriate Service Function Code (SFC) units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this

Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 61 (NOTICES).

D. Reimbursement If Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed FIVE MILLION FIVE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$5,567,200) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the First Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 61 (NOTICES).

(2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed FIVE MILLION FIVE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$5,567,200) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Second Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 61 (NOTICES).

(3) Reimbursement For Third Automatic Renewal Period: The Maximum Contract Amount for the Third Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed FIVE MILLION FIVE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$5,567,200) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Third Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract

Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 61 (NOTICES).

E. SDMH Approval of Negotiated Rate(s):

(1) Pursuant to WIC Section 5716, SDMH's approval of each NR, shall be obtained prior to the commencement date of this Agreement and prior to the beginning of any subsequent Fiscal Year or portion thereof that this Agreement is in effect. Each such NR shall be effective only upon SDMH approval. If SDMH approval is received after the commencement date of this Agreement or after the beginning of any subsequent Fiscal Year, SDMH approval may be retroactive. If any such NR is disapproved by SDMH for any Fiscal Year or portion thereof, Contractor shall be compensated for all mental health services under this Agreement in accordance with the provisions of WIC Section 5716.

(2) Contractor understands that any NR funded in whole or in part by Title XIX Short-Doyle/Medi-Cal and/or State funds may include County's share of reimbursement for administrative support costs, including, but not limited to, quality assurance, utilization review, technical assistance, training, cost accounting, contract administration, other direct administrative activities which result because of contracting activities, medications, monitoring, revenue generation, and client data collection. County shall pay Contractor for Contractor's share of reimbursement for any such NR and shall retain County's share of reimbursement to pay for County's associated administrative support costs, if any.

F. Established Maximum Allowable Rates:

(1) Notwithstanding any other provision of this Agreement, County shall not be required to pay Contractor more than the Established Maximum Allowable Rates for applicable Title XIX Short-Doyle/Medi-Cal SFC units. The Established Maximum Allowable Rates shall be those specified in CCR Title 22, as authorized by WIC Section 5720.

(2) Pursuant to Subparagraph E (SDMH Approval of Negotiated Rate(s)) and this Subparagraph F, the appropriate Established Maximum Allowable Rates in effect during the Initial Period of this Agreement, the First Automatic Renewal Period, or the Second Automatic Renewal Period, shall be applicable to this Agreement when adopted by State.

(3) The Established Maximum Allowable Rates shall apply to all Short-Doyle/Medi-Cal eligible SFC units, regardless of funding source (plan).

G. Title XIX Short-Doyle/Medi-Cal Services, EPSDT Title XIX Medi-Cal Services, and Title XIX Medi-Cal Administrative Activities:

(1) Except as otherwise provided in this Agreement, if Contractor provides Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, then Contractor shall be reimbursed by County for the eligible and Federal and State-approved EPSDT Title XIX Medi-Cal SFC units furnished to eligible Medi-Cal beneficiaries; and/or for the eligible and State-approved Title XIX Short-Doyle/Medi-Cal SFC units furnished to eligible Medi-Cal beneficiaries; and/or as determined by the State, for the actual and allowable costs of eligible and

1 State-approved Title XIX Medi-Cal Administrative Activities only in arrears and only to the extent of actual Title  
2 XIX Short-Doyle/Medi-Cal, and/or EPSDT Title XIX Medi-Cal, and/or Title XIX Medi-Cal Administrative  
3 Activities approvals made by the Federal and State governments to County for such service and activities.

4 (2) Each Fiscal Year of the term of this Agreement, such reimbursement for Title XIX  
5 Short-Doyle/Medi-Cal SFC units, and/or for Title XIX Medi-Cal Administrative Activities, shall be made as  
6 applicable on the basis of: (1) FMAP percentage Title XIX Short-Doyle/Medi-Cal services FFP funds, and/or  
7 FMAP percentage Title XIX Medi-Cal Administrative Activities FFP funds, and/or FMAP percentage Specialty  
8 Mental Health Services FFP funds which are part of the applicable Maximum Contract Amount of this  
9 Agreement and which are paid by County to Contractor solely in County's capacity as the fiscal intermediary  
10 for such Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, and (2)  
11 match from funds which are part of the applicable Maximum Contract Amount of this Agreement, and which  
12 qualify as eligible FFP match as on the Financial Summary.

13 (3) Each Fiscal Year of the term of this Agreement, such reimbursement for EPSDT  
14 Title XIX Medi-Cal services shall be one hundred percent of the program funds which are part of the  
15 applicable Maximum Contract Amount of this Agreement and which are paid by County to Contractor solely in  
16 County's capacity as the fiscal intermediary. EPSDT Title XIX Medi-Cal services shall be paid as applicable  
17 on the basis of FMAP percentage of FFP funds, matching State general funds for EPSDT, and matching CGF  
18 funds as defined by the State.

19 (4) Notwithstanding any other provision of this Agreement, if Title XIX  
20 Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal  
21 Administrative Activities are provided hereunder, such services and administrative activities shall comply with  
22 and be compensated in accordance with all applicable Federal and State reimbursement requirements.

23 (5) If Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal  
24 services, and/or Title XIX Medi-Cal Administrative Activities, are provided under this Agreement, Contractor  
25 authorizes County to serve as the fiscal intermediary for claiming and reimbursement for such Title XIX  
26 Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal  
27 Administrative Activities and to act on Contractor's behalf with SDMH, SDHS and/or SDSS in regard to  
28 claiming reimbursement for Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal  
29 services, and/or Title XIX Medi-Cal Administrative Activities.

30 Contractor shall be solely liable and responsible for all data and information submitted by  
31 Contractor to County in support of all claims for Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title  
32 XIX Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, submitted by County as the fiscal  
33 intermediary to SDMH, SDHS and/or SDSS and for any subsequent State approvals or denials of such claims  
34 that may be based on data and information submitted by Contractor. Contractor shall process all Title XIX  
35 Short-Doyle/Medi-Cal, and/or EPSDT Title XIX Medi-Cal, Explanation of Balance (EOB) or other data within  
36 the time frame prescribed by the State and Federal governments. County shall have no liability for

1 Contractor's failure to comply with State and Federal time frames.

2 Notwithstanding any other provision of this Agreement, Contractor shall hold County  
3 harmless from and against any loss to Contractor resulting from any such State denials caused by Contractor,  
4 unresolved EOB claims, and/or any Federal and/or State audit disallowances caused by Contractor for such  
5 Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal  
6 Administrative Activities.

7 (6) Notwithstanding any other provision of this Agreement, Contractor shall be totally  
8 liable and responsible for: (1) the accuracy of all data and information on all claims for Title XIX  
9 Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, which Contractor inputs into the  
10 IS, (2) the accuracy of all data and information which Contractor provides to DMH, and (3) ensuring that all  
11 Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal  
12 Administrative Activities, are performed appropriately within Medi-Cal, guidelines including, but not limited to,  
13 administration, utilization review, documentation, and staffing.

14 (7) As the State designated Short-Doyle/Medi-Cal fiscal intermediary, County shall  
15 submit a claim to SDMH for Title XIX Short-Doyle/Medi-Cal, and/or EPSDT Title XIX Medi-Cal, reimbursement  
16 only for those services entered into the IS that meet the Medi-Cal claiming requirements as identified by  
17 Contractor. Contractor shall comply with all written instructions from County and/or State regarding Title XIX  
18 Short-Doyle/Medi-Cal, and/or EPSDT Title XIX Medi-Cal, claiming and documentation.

19 Contractor shall maintain an audit file documenting all Title XIX Short-Doyle/Medi-Cal  
20 services, and/or EPSDT Title XIX Medi-Cal, as instructed by County for a period of seven (7) years from the  
21 end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever  
22 occurs later.

23 (8) County is the State designated fiscal intermediary for Title XIX Short-Doyle/Medi-Cal  
24 services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities.  
25 Contractor shall comply with all written instructions from County regarding any such Title XIX claims and  
26 documentation. Contractor shall certify in writing that all necessary Title XIX documentation exists at the time  
27 any such claims for Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services,  
28 and/or Title XIX Medi-Cal Administrative Activities, are submitted by Contractor to County.

29 Contractor shall maintain all records, including, but not limited to, all time studies prepared by  
30 Contractor, documenting all Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal  
31 services, and/or Title XIX Medi-Cal Administrative Activities, as instructed by County for a period of seven (7)  
32 years from the end of the quarter in which such services were provided or until final resolution of any audits,  
33 whichever occurs later.

34 (9) County may modify the claiming systems for Title XIX Short-Doyle/Medi-Cal  
35 services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, at any  
36 time in order to comply with changes in, or interpretations of, State or Federal laws, rules, regulations,

1 manuals, guidelines, and directives. When possible, County shall notify Contractor in writing of any such  
2 modification and the reason for the modification 30 days prior to the implementation of the modification.

3 (10) Title XIX Short-Doyle/Medi-Cal Reconciliation Report and EPSDT Title XIX Medi-Cal:

4 Prior to 16 months after the close of each Fiscal Year, Contractor shall provide DMH with two (2) copies of an  
5 accurate and complete Title XIX Short-Doyle/Medi-Cal Reconciliation Report and EPSDT Title XIX Medi-Cal  
6 at the legal entity level for each of Contractor's Short-Doyle/Medi-Cal provider numbers which are part of the  
7 legal entity, for all Title XIX Short-Doyle/Medi-Cal, and/or EPSDT Title XIX Medi-Cal, SFC units furnished and  
8 State-approved during the applicable Fiscal Year. Each such Title XIX Short-Doyle/Medi-Cal Reconciliation  
9 Report and EPSDT Title XIX Medi-Cal shall be prepared by Contractor in accordance with all SDMH  
10 instructions and shall be certified in writing by Contractor's Chief Executive Officer. If Contractor does not so  
11 provide DMH with the Title XIX Short-Doyle/Medi-Cal Reconciliation Report and EPSDT Title XIX Medi-Cal by  
12 the due date, then Director, in his sole discretion, shall determine which State approved Short-Doyle/Medi-Cal,  
13 and/or EPSDT Medi-Cal, data shall be used by County for completion of the Title XIX Short-Doyle/Medi-Cal  
14 Reconciliation Report and EPSDT Title XIX Medi-Cal.

15 (11) Title XIX Short-Doyle/Medi-Cal Reconciliation Report, EPSDT Title XIX Medi-Cal  
16 Services, and Title XIX Medi-Cal Administrative Activities, Overpayment Recovery Procedures: Contractor  
17 shall repay to County the amount, if any, paid by County to Contractor for Title XIX Short-Doyle/Medi-Cal  
18 Reconciliation Report, and EPSDT Title XIX Medi-Cal services, and Title XIX Medi-Cal Administrative  
19 Activities, which are found by County, State, and/or Federal governments not to be reimbursable.

20 For Federal audit exceptions, Federal audit appeal processes shall be followed. County  
21 recovery of Federal overpayment shall be made in accordance with all applicable Federal laws, regulations,  
22 manuals, guidelines, and directives.

23 For State audit exceptions, County shall immediately recover any overpayment from  
24 Contractor when the State recovers the overpayment from County.

25 For County audit exceptions, County shall immediately recover the overpayment from  
26 Contractor 30 days from the date of the applicable audit determination by Director.

27 Contractor shall pay County according to the method described in Subparagraph T Payments  
28 Due to County/Method of Payment).

29 H. Funding Sources:

30 (1) County, State, and/or Federal funds shall be limited to and shall not exceed the  
31 respective amounts shown on the Financial Summary. Cash Flow Advances are County funds and are  
32 repayable through cash and or any service/activity provided by Contractor under the terms of this Agreement.

33 (2) The reimbursement method of payment for the respective County, State and/or  
34 Federal funding source(s) is shown on the Financial Summary.

35 (3) The combined CGF and any other funding sources shown on the Financial Summary  
36 as funds to be disbursed by County shall not total more than the Maximum Contract Amount for the applicable



period of the Agreement term as specified in Subparagraphs C (Reimbursement For Initial Period) and D (Reimbursement If Agreement Is Automatically Renewed).

(4) Notwithstanding any other provision of this Agreement, EPSDT Title XIX Medi-Cal, FFP funds shall be paid by County to Contractor solely in County's capacity as the fiscal intermediary for Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities. In no event shall County be liable or responsible to Contractor for any payment for any disallowed Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities.

EPSDT Title XIX Medi-Cal and FFP funds shall be subject to all applicable Federal and State laws, rules, regulations, manuals, guidelines, and directives.

(5) To the extent permitted by Federal law, certain funds, as designated on the Financial Summary, may be used to match the FFP component of reimbursement for Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, in order to achieve the maximum Federal reimbursement possible for mental health services and administrative activities provided under this Agreement.

I. Government Funding Restrictions: This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may in any way affect the provisions or funding of this Agreement. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

J. Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest:

(1) Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 5721, relating to: (1) the determination and collection of patient/client fees for services hereunder based on UMDAP and DMH's Revenue Manual, (2) the eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall vigorously pursue and report collection of all patient/client and other revenue.

(2) All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Contractor only for the delivery of mental health service units specified in this Agreement.

(3) If Contractor provides Title XIX Medi-Cal Administrative Activities funded by Title XIX pursuant to WIC Section 14132.44 as described in Paragraph 3 (DESCRIPTION OF SERVICES), or then Contractor shall assure that FFP reimbursement for such Title XIX Medi-Cal Administrative Activities and shall be utilized by Contractor only for the provision of Title XIX Medi-Cal Administrative Activities.

(4) Contractor may retain unanticipated revenue, which is not shown in Contractor's

1 Negotiation Package for this Agreement, for a maximum period of one Fiscal Year, provided that the  
2 unanticipated revenue is utilized for the delivery of mental health service units specified in this Agreement.  
3 Contractor shall report the mental health services funded by this unanticipated revenue in the Annual Cost  
4 Report submitted by Contractor to County. The Annual Cost Report shall be prepared as instructed by State  
5 and County.

6 (5) Contractor shall not retain any fees paid by any resources for or on behalf of  
7 Medi-Cal beneficiaries without having those fees deducted from the cost of providing the mental health  
8 service/units specified in this Agreement.

9 (6) Contractor may retain any interest and/or return which may be received, earned or  
10 collected from any funds paid by County to Contractor, provided that Contractor shall utilize all such interest  
11 and return only for the delivery of mental health service units specified in this Agreement.

12 (7) Failure of Contractor to report in all its monthly claims and in its Annual Cost Report  
13 all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients  
14 receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving  
15 services and/or activities hereunder, all unanticipated revenue not shown in Contractor's Negotiation Package  
16 for this Agreement, and all interest and return on funds paid by County to Contractor, shall result in: (1)  
17 Contractor's submission of a revised claim statement showing all such nonreported revenue, (2) a report by  
18 County to SDMH of all such nonreported revenue, (3) a report by County to the Federal HCFA should any  
19 such unreported revenue be paid by any resources for or on behalf of Medi-Cal beneficiaries, and/or (4) any  
20 appropriate financial adjustment to Contractor's reimbursement.

21 K. Payment:

22 (1) For each month of the term of this Agreement, Contractor shall submit to County a  
23 claim for each applicable row (payer funding source) identified on the Financial Summary and Rate Schedule,  
24 in the form and content specified by County. Each monthly claim shall be submitted within 60 days of the last  
25 date mental health services were provided during the particular month and within 60 days of the last date Title  
26 XIX Medi-Cal Administrative Activities were provided during the particular month.

27 (a) Cost Reimbursement: Contractor's monthly claim to County shall show all  
28 Contractor's actual and allowable costs and all other revenue, interest and return resulting from  
29 services/activities and/or funds paid by County to Contractor hereunder for the particular month. The County  
30 may make provisional reimbursement, subject to final settlement to cost. All provisional reimbursement shall  
31 be based upon specialty mental health services actually provided as shown on County's Integrated Systems  
32 reports. Contractor certifies that all units of service claimed by Contractor on a provisional reimbursement  
33 basis are true and accurate claims for reimbursement.

34 i. For CalWORKS outpatient and GROW programs only, contractor's  
35 monthly claim to County shall be separately itemized by each SFC to show the payment calculation for each  
36 SFC by multiplying the SFC units as shown on the MHMIS or the IS by the applicable provisional rates for

1 such SFC as shown on the Financial Summary. Each monthly claim shall be submitted within 30 days of the  
2 last date mental health services were provided during the particular month and within 60 days of the last date  
3 Title XIX Medi-Cal Administrative Activities were provided during the particular month.

4 ii. For all services/activities not billable through the IS such as Client  
5 Supportive Services, contractor must submit a monthly invoice showing Contractor's actual and allowable  
6 costs, less all fees paid by or on behalf of patients/clients receiving services/activities hereunder. These  
7 invoices shall be submitted to County within 30 days of the end of the billing period and shall be reviewed and  
8 approved by DMH program managers.

9 (b) For IMDs Only: Those Institutions for Mental Disease which are licensed as  
10 Skilled Nursing Facilities (SNF) by SDHS are, thereby, entitled by law to the rates established by SDHS for  
11 Skilled Nursing Facilities. The IMD rate consists of a basic SNF rate and a STP rate, or a MHRC rate.  
12 Contractor's monthly claim to County shall be for those patient days that have been approved in writing by the  
13 County and shall be separately itemized by each patient day. Claims shall be submitted to County within 30  
14 days of the end of the billing period. Monthly claims shall be reviewed and approved by County.

15 (c) Negotiated Rate: Contractor's monthly claim to County shall be separately  
16 itemized by each SFC to show the payment calculation for each SFC by multiplying the SFC units as shown  
17 on specified data reports by the applicable NR for such SFC as shown on the Financial Summary. PATH and  
18 SAMHSA services shall follow the terms stated in subparagraph K(1)(a).

19 i. DMH shall have the option to deny payment for services when  
20 documentation of clinical work does not meet minimum State and County standards.

21 ii. For Organizational Providers Only: Provisional reimbursement shall  
22 be based on the rates shown on the Provisional Rate Schedule(s) as published and periodically revised as  
23 supplements to the Los Angeles County DMH Fee-For-Service Medi-Cal Specialty Mental Health Services  
24 Provider Manual by the DMH, Office of Managed Care and distributed to DMH Organizational Providers and to  
25 the Los Angeles County DMH Contracts Development and Administration Division.

26 Further, Contractor agrees to hold harmless both the State and beneficiary in the event  
27 County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

28 (2) On the basis of this monthly claim and after Director's review and approval of the  
29 monthly claim, Contractor shall receive from County payment of Contractor's claimed amount for NR services,  
30 and actual and allowable costs for all cost reimbursed services and activities, less all revenue, interest and  
31 return resulting from services/activities and/or funds paid by County to Contractor hereunder, including, but not  
32 limited to, all Medicare, patient/client fees, private insurance, and any other revenue, interest and return as  
33 described in Subsection 7 of Subparagraph J (Patient/Client Eligibility, UMDAP Fees, Third Party Revenue,  
34 and Interest).

35 The monthly claim and subsequent payment shall be made in accordance with County  
36 policies and procedures. If a claim is not submitted as required by County, then payment shall be withheld

1 until County is in receipt of a complete and correct claim and such claim has been reviewed and approved by  
2 Director.

3 If Contractor has received any Cash Flow Advance pursuant to Subparagraph L (Cash Flow  
4 Advances In Expectation of Services/Activities To Be Rendered), then Director may, in his discretion, at any  
5 time, make adjustments to any of Contractor's monthly claims as necessary to ensure that Contractor shall not  
6 be paid by County a sum in excess of the amount determined by multiplying the SFC units as shown on  
7 specified data reports by the applicable NR for such SFC as shown on the Financial Summary for NR services  
8 and/or Contractor's actual and allowable costs of providing mental health services and Title XIX Medi-Cal  
9 Administrative Activities, or the Maximum Contract Amount for such Fiscal Year as shown in Subparagraphs  
10 C (Reimbursement for Initial Period) or D (Reimbursement If Agreement Is Automatically Renewed),  
11 whichever is less, less all revenue, interest and return resulting from services/activities and/or funds paid by  
12 County to Contractor hereunder. Contractor may request in writing, and shall receive if requested, DMH's  
13 computations for determining any adjustment to Contractor's monthly claim.

14 (3) All monthly claims shall be subject to adjustment based upon the IS reports, as  
15 applicable, EOB data, and/or Contractor's Annual Cost Report which shall supersede and take precedence  
16 over all claims.

17 (4) All monthly claims shall be based on mental health services actually provided as  
18 shown on IS reports, as applicable, and/or Title XIX Medi-Cal Administrative Activities actually provided as  
19 shown by State-approved time studies prepared or actual and allowable costs for State approved units of  
20 activities reported by Contractor. Contractor certifies that all units of services entered by Contractor into the IS  
21 are true and accurate claims for reimbursement.

22 (5) Title XIX Short-Doyle/Medi-Cal FFP funds and EPSDT Title XIX Medi-Cal funds,  
23 shall be paid by County to Contractor only for State approved claims for Title XIX Short-Doyle/Medi-Cal and/or  
24 EPSDT Title XIX Medi-Cal SFC units provided to eligible Medi-Cal beneficiaries. Title XIX  
25 Short-Doyle/Medi-Cal FFP funds and EPSDT Title XIX Medi-Cal funds, shall be paid by County to Contractor  
26 only for the period of time Contractor is certified as a Title XIX Short-Doyle/Medi-Cal provider, only to the  
27 extent that eligible FFP matching funds are available under this Agreement, and only after County has  
28 received FFP and EPSDT payment from State.

29 (6) Title XIX Medi-Cal Administrative Activities FFP funds shall be paid by County to  
30 Contractor only for State approved claims for Title XIX Medi-Cal Administrative Activities based on time  
31 studies prepared or actual and allowable costs for units of activities reported by Contractor. Title XIX Medi-Cal  
32 Administrative Activities FFP funds shall be paid by County to Contractor only if Contractor is authorized as a  
33 Title XIX Medi-Cal Administrative Activities provider, only to the extent that eligible FFP matching funds are  
34 available under this Agreement, and only after County has received FFP payment from State.

35 (7) FFP and EPSDT funds shall be paid by County to Contractor solely in County's  
36 capacity as the fiscal intermediary for Title XIX Short-Doyle/Medi-Cal services, EPSDT Title XIX Medi-Cal

1 services, and Title XIX Medi-Cal Administrative Activities. Each Fiscal Year of the term of this Agreement,  
2 County shall pay to Contractor FFP funds only to the extent that the applicable Maximum Contract Amount  
3 has eligible State and/or local funds which qualify as the match to FFP, as required by Federal and/or State  
4 laws, regulations, manuals, guidelines, and directives.

5 (8) Title XIX Short-Doyle/Medi-Cal services FFP funds, EPSDT Title XIX Medi-Cal  
6 services funds, Title XIX Medi-Cal Administrative Activities FFP funds, shall be paid by County to Contractor  
7 solely in County's capacity as the fiscal intermediary for Title XIX Short-Doyle/Medi-Cal services, EPSDT Title  
8 XIX Medi-Cal services, Title XIX Medi-Cal Administrative Activities. Each Fiscal Year of the term of this  
9 Agreement, County shall pay to Contractor Title XIX Short-Doyle/Medi-Cal services, and/or EPSDT Title XIX  
10 Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities funds only to the extent required by  
11 Federal laws, regulations, manuals, guidelines, and directives.

12 (9) County pays any Medi-Cal FFP Funds and EPSDT-SGF (Early and Periodic  
13 Screening, Diagnosis, and Treatment-State General Funds) local matching funds to Contractor solely in  
14 County's capacity as the FFP and EPSDT-SGF intermediary between the Contractor and the State, solely to  
15 assist the County in expeditiously processing and initially paying Contractor (because of the internal  
16 accounting necessity for appropriation authority) for such claims for payment pending reimbursement from the  
17 State, the Maximum Contract Amount(s) of this Agreement shall include FFP and/or EPSDT-SGF. This will  
18 establish legal authorization by the Board of Supervisors to make expenditures for the services and/or  
19 activities identified on the Financial Summary and Service Exhibit(s) of this Agreement, pending  
20 reimbursement by the State. To the extent Contractor exceeds the FFP and/or EPSDT-SGF amount(s)  
21 included in this Agreement, such excess will be paid to Contractor only upon Contract Amendment approved  
22 by the Board of Supervisors, or from an Appropriation Account set up to record the Board's specific  
23 authorization to spend EPSDT-SGF and FFP in excess of the Maximum Contract Amount(s).

24 Contractor understands and agrees that County's assistance in processing and, as  
25 an intermediary for the State and Federal governments, initially paying for FFP and EPSDT-SGF in  
26 accordance with the above is subject to reimbursement from the State and does not render County in any  
27 way responsible for the substantive obligation to be ultimately fiscally responsible for payment for  
28 Contractor's claims for payment for these services. Contractor's entitlement to payment for such services,  
29 or claimed services, is entirely dependent upon compliance with the law and regulations related to same.  
30 In the event of a dispute regarding entitlement for payment, Contractor agrees that County is not liable for  
31 payment for such claims and will not pursue any such claims for payment against County.

32 (10) No Payment for Services Provided Following Expiration/Termination of Contract:  
33 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind  
34 whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract.  
35 Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay  
36 all such funds to County. Payment by County for services rendered after expiration/termination of this

Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

L. Cash Flow Advance In Expectation Of Services/Activities To Be Rendered for Title XIX Short-Doyle/Medi-Cal and EPSDT Title XIX Medi-Cal Service Contractors: For each month of each fiscal year, County will reimburse Contractor based upon the County and/or State and/or Federal government(s) processing of the reimbursement claims for rendered services/activities submitted by Contractor to the County subject to claim edits, and future settlements and audit processes. However, for each month of each fiscal year not to exceed three (3) or five (5) consecutive months, or portion thereof, as described below, and for such month the County and/or State and/or Federal government(s) have not made payment, and/or such payment is less than 1/12<sup>th</sup> of the Maximum Contract Amount, Contractor may request in writing from County a monthly County General Fund Cash Flow Advance as herein described.

Cash Flow Advance shall consist of, and shall be payable only from, the Maximum Contract Amount appropriation approved by County's Board of Supervisors for the particular fiscal year in which the costs are to be incurred and upon which the request(s) is (are) based.

Cash Flow Advance is intended to provide cash flow to Contractor pending Contractor's rendering and billing of eligible services/activities, as identified by Paragraph 3 (DESCRIPTION OF SERVICES/ACTIVITIES) of this Agreement, to the County and/or State and/or Federal government(s), and the County and/or State and/or Federal government(s) have made payment for such services/activities. Contractor may request each monthly Cash Flow Advance only for such services/activities and only when there is no reimbursement from other public or private sources for such services/activities.

No Cash Flow Advance will be given if a Contractor has not been certified as an eligible Medi-Cal service provider.

The Cash Flow Advance amount for any particular month will be reduced by County payments of actual reimbursement claims received by County from the Contractor. The County's claims payment process is initiated immediately upon County receipt from Contractor of a reimbursement claim. If such Contractor reimbursement claim is received at any time during either the initial three (3) or two (2) additional consecutive months, the monthly payment to Contractor will include the payment for such actual reimbursement claim thereby reducing the Cash Flow Advance disbursement amount for that particular month.

Cash Flow Advance is based upon the following: (for the prorated year)

(1) Each month of each fiscal year not to exceed three (3) consecutive months, or portion thereof, that this Agreement is in effect, Contractor may request, separately for each month, in writing from County a monthly County General Fund Cash Flow Advance for any funds which may be part of the Maximum Contract Amount for such fiscal year as identified on the Financial Summary Page. Contractor shall specify in their request the amount of the monthly Cash Flow Advance not to exceed \$463,933 per month and the total Cash Flow Advance for the three (3) months shall not exceed \$1,391,800. The Cash Flow Advance

1 monthly amount is 1/12<sup>th</sup> of Maximum Contract Amount as identified on the Financial Summary Page,  
2 annualized Maximum Contract Amount if a partial year.

3 (2) A Contractor providing EPSDT Short-Doyle Medi-Cal services as part of this  
4 Agreement, may for two (2) additional consecutive months, or portion thereof, that this Agreement is in effect,  
5 request, separately for each month, in writing from County a monthly County General Fund Cash Flow  
6 Advance for any EPSDT Title XIX Medi-Cal funds which may be part of the Maximum Contract Amount for  
7 such fiscal year as shown on the Financial Summary Page. Contractor shall specify in their request the  
8 amount of the monthly Cash Flow Advance not to exceed \$218,410 per month for each of the two (2)  
9 additional consecutive months and the total Cash Flow Advance for the two (2) additional consecutive months  
10 shall not exceed \$436,821.

11 Upon receipt of a request, Director, in his sole discretion, shall determine whether to approve  
12 the Cash Flow Advance request and, if approved, whether the request is approved in whole or in part.

13 The time schedules and examples for County claims payment, and the three (3) and five (5)  
14 months Cash Flow Advance disbursement(s) and Contractor repayment of Cash Flow Advance funds to  
15 County by means of a County offset to Contractor claims to County are incorporated herein as Attachment V.

16 County identifies if Contractor's units of service and State FFP and EPSDT-SGF approvals  
17 are meeting or exceeding the contracted levels and if not, Cash Flow Advance recovery is initiated to ensure  
18 Contractor completes repayment of the Cash Flow Advance with units of services by the time the Contractor's  
19 fiscal year's twelfth month of claims are received and processed.

20 Any County and/or State and/or Federal government(s) approved Contractor reimbursement  
21 claims for eligible services/activities in excess of the actual unpaid Cash Flow Advance County to Contractor  
22 will be disbursed in accordance with the terms and conditions of this Agreement.

23 Should Contractor request and receive Cash Flow Advance, Contractor shall exercise cash  
24 management of such Cash Flow Advance in a prudent manner.

25 For IMD, PHF and Mental Health Rehabilitation Center Contractors Only: The amount of a  
26 Cash Flow Advance payment shall be based on 95 percent (95%) of the average daily census for the last two  
27 months of the preceding fiscal year.

28 M. Maximum Monthly Payment: County's Maximum Monthly Payment to Contractor for each  
29 monthly claim shall not exceed an amount determined pursuant to County policies and procedures.

30 State General Funds and FFP funds for State approved claims for EPSDT Title XIX Medi-Cal  
31 SFC units, and/or Title XIX Short-Doyle/Medi-Cal SFC units, and/or Title XIX Medi-Cal Administrative  
32 Activities, claimed by County to State on behalf of the Contractor shall be paid by County to Contractor only in  
33 arrears and only after County has approval of such claimed units.

34 In order to recover CGF provided to Contractor as Cash Flow Advance pursuant to this  
35 Subparagraph M, or any amounts due to County by Contractor under this Agreement or otherwise, County  
36 shall withhold from any amounts due by County to Contractor under this Agreement or otherwise: (1) the FFP

1 and/or EPSDT-SGF portions of total State approved Short-Doyle/Medi-Cal claims Cash Flow Advances that  
2 are in excess of a cumulative, for each month actual State approval data has been received, 1/12 of the  
3 Maximum Contract Amount and/or (2) the FFP portion of Title XIX Short-Doyle/Medi-Cal for State approved  
4 claims for Title XIX Short-Doyle/Medi-Cal SFC units and/or (3) the State and FFP portion of EPSDT Title XIX  
5 Medi-Cal for State approved claims for EPSDT Title XIX Medi-Cal SFC units and/or (4) the FFP for Title XIX  
6 Medi-Cal Administrative Activities and/or (5) the County, State and Federal portions of SFC units claimed by  
7 Contractor in the IS for non-Title XIX Medi-Cal. Contractor may request in writing, and shall receive if  
8 requested, DMH's computations for determining any amounts withheld.

9 N. Withholding of Payment for Nonsubmission of IS and Other Information: County may  
10 withhold a maximum of 10 percent (10%) of any monthly claim, if any IS data, EOB data, or other information  
11 is not submitted by Contractor to County within the time limits of submission of this Agreement or if any IS  
12 data, EOB data, or other information is incomplete, incorrect, or is not completed in accordance with the  
13 requirements of this Agreement. County shall give Contractor at least 15 working days written notice of its  
14 intention to withhold payments hereunder, including the reason(s) for its intended action. Thereafter,  
15 Contractor shall have 15 days either to correct any deficiencies, or to request reconsideration of the decision  
16 to withhold payment. Payment to Contractor shall not be withheld pending the correction of deficiencies, or if  
17 reconsideration is requested, pending the results of the reconsideration process.

18 O. Annual Cost Reports:

19 (1) For each Fiscal Year or portion thereof that this Agreement is in effect, Contractor  
20 shall provide DMH with two copies of an accurate and complete Annual Cost Report, with a statement of  
21 expenses and revenue. The annual cost report will be comprised of a separate set of forms for the County  
22 and State for the Financial Summary within each legal entity. Such reports will be due on September 15<sup>th</sup> for  
23 the fiscal year ending on the previous June 30<sup>th</sup> or 75 days following the expiration or termination date of this  
24 Agreement, whichever occurs earlier. Should the due date fall on a weekend, such report will be due on the  
25 following business day. Each such Annual Cost Report shall be prepared by Contractor in accordance with  
26 the requirements set forth in the Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual,  
27 CR/DC Manual, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health  
28 Services under the Rehabilitation Option and Targeted Case Management Services, and any other written  
29 guidelines which shall be provided to Contractor by County by June 30 of the Fiscal Year for which the Annual  
30 Cost Report is to be prepared.

31 (2) If Contractor fails to submit accurate and complete Annual Cost Report(s) by such  
32 due date, and if this Agreement is automatically renewed as provided in Paragraph 1 (TERM), then County  
33 shall not make any further payments to Contractor under this Agreement until the accurate and complete  
34 Annual Cost Report(s) is (are) submitted.

35 (3) Failure of Contractor to submit accurate and complete Annual Cost Report(s) by  
36 such due date shall result in a Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the



1 accurate and complete Annual Cost Report(s) is (are) not submitted, unless a waiver of the penalty is  
2 approved by the Director or his designee. This penalty waiver request must be sent to the Director of Mental  
3 Health's attention no later than thirty (30) days prior to the County's Cost Report filing due date to allow ample  
4 time to process. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report.  
5 The Late Penalty shall commence beginning September 16<sup>th</sup> or on the seventy-sixth day following the  
6 expiration or termination date of this Agreement and shall continue until the outstanding Annual Cost Report(s)  
7 is(are) received.

8 In the event that Contractor does not submit accurate and complete Annual Cost Report(s)  
9 by October 15<sup>th</sup>, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to  
10 Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be due by  
11 Contractor to County. Contractor shall pay County according to the method described in Subparagraph T  
12 (Payments Due to County/Method of Payment).

13 (4) If Contractor fails to correct inaccuracies in Annual Cost Report within thirty (30) days  
14 after receipt of written notification from the Director of Mental Health or his designee and said inaccuracies  
15 result in the loss of reimbursement to the County for claimable amounts that were paid to Contractor,  
16 Contractor must return back to the County the amount of the loss of reimbursement that the County could  
17 have claimed if the inaccuracy was corrected by Contractor.

18 P. Adjustments and Settlement of Annual Cost Report: Based on the Annual Cost Report(s)  
19 submitted pursuant to Subparagraph O (Annual Cost Reports), at the end of each Fiscal Year or portion  
20 thereof that this Agreement is in effect the cost of all mental health services, and Title XIX Medi-Cal  
21 Administrative Activities rendered hereunder shall be adjusted as follows:

22 (1) Cost Reimbursement - to actual and allowable costs, not to exceed the applicable  
23 Maximum Contract Amount as shown in Subparagraph C (Reimbursement For Initial Period) or D  
24 (Reimbursement If Agreement Is Automatically Renewed), provided that reimbursement for  
25 Short-Doyle/Medi-Cal funded services shall be consistent with the amounts authorized by State law and  
26 State's Medicaid Plan, and reimbursement for Title XIX Medi-Cal Administrative Activities shall be consistent  
27 with the amounts authorized by State law and State's Title XIX Medi-Cal Administrative Activities Plan not to  
28 exceed the Maximum Contract Amount. Reimbursement for Title XIX Short-Doyle/Medi-Cal services, and/or  
29 Title XIX Medi-Cal Administrative Activities, shall not exceed an amount for which there are sufficient  
30 CGF/State match funds in the applicable Maximum Contract Amount.

31 (2) IMD - to the lower of the DMH determined final IS run of reported patient days or the  
32 patient days reported in Contractor's Annual Cost Report, multiplied by the applicable SDHS's currently  
33 approved Skilled Nursing Facility Rate per patient day for Basic Service plus SDHS's currently approved STP  
34 Rate per patient day for STP Services.

35 (3) Negotiated Rate - to the lower of the DMH determined final IS run of reported SFC  
36 units, or the SFC units reported in Contractor's Annual Cost Report, multiplied by the applicable NR less all

1 revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor,  
2 including, but not limited to, all Medicare, patient/client fees, private insurance, and any other revenue, interest  
3 and return resulting from services/activities and/or funds paid by County to Contractor as described in  
4 Subsection 7 of Subparagraph J (Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest),  
5 not to exceed the applicable Maximum Contract Amount as shown in Subparagraph C (Reimbursement For  
6 Initial Period) or D (Reimbursement If Agreement Is Automatically Renewed), provided that reimbursement for  
7 Title XIX Short-Doyle/Medi-Cal funded services shall be consistent with the amounts authorized by State law  
8 and State's Medicaid Plan, and reimbursement for Title XIX Medi-Cal Administrative Activities shall be  
9 consistent with the amounts authorized by State law and State's Title XIX Medi-Cal Administrative Activities  
10 Plan not to exceed the Maximum Contract Amount. Reimbursement for Title XIX Short-Doyle/Medi-Cal  
11 services, and/or Title XIX Medi-Cal Administrative Activities, shall not exceed an amount for which there is a  
12 sufficient CGF/State match funds in the applicable Maximum Contract Amount. In the event that Contractor  
13 adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay  
14 County according to the method described in Subparagraph T (Payments Due to County/Method of Payment).

15 Q. Post Fiscal Year Audit Settlement:

16 (1) In the event of a post-contract audit conducted by County, State, and/or Federal  
17 personnel, actual and allowable SFC units for NR services and actual and allowable costs for cost  
18 reimbursement services shall be determined for each Fiscal Year or portion thereof that this Agreement is in  
19 effect. Such audit may include requests to review any fiscal, programmatic, or SFC unit concerns that County,  
20 State, and/or Federal auditors may have under this Agreement. CR/DC Manual, Los Angeles County DMH  
21 Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and  
22 Targeted Case Management Services, SDMH's utilization review policies and procedures, State's Medicaid  
23 Plan, State's Title XIX Medi-Cal Administrative Activities Plan, and the Federal Health Care Financing  
24 Administration's Health Insurance Manual Volume 15 (HIM 15) shall serve as the basic reference and  
25 authority for the audit determination of actual and allowable SFC units for mental health services and actual  
26 and allowable costs for Title XIX Medi-Cal Administrative Activities and PATH and SAMHSA services. One of  
27 the purposes of the audit determination of actual and allowable SFC units is to identify and adjust for  
28 duplicated claims; SFC units not provided; SFC units not documented; and utilization review findings,  
29 including, but not limited to, unnecessary care and the lack of appropriate licensed practitioners of the healing  
30 arts.

31 (2) For mental health services, if the post-contract audit conducted by County, State,  
32 and/or Federal personnel determines that the amounts paid by County to Contractor for any SFC units  
33 furnished hereunder are more than the amounts allowable pursuant to this Agreement, then the difference  
34 shall be due by Contractor to County upon the State and/or Federal collection from County of the amount due,  
35 or after exhausting all appeals, if any, whichever occurs first.

36 For Title XIX Medi-Cal Administrative Activities, if the post-contract audit conducted by

County, State, and/or Federal personnel determines that the actual and allowable costs for Title XIX Medi-Cal Administrative Activities furnished hereunder are more than the amounts allowable pursuant to this Agreement, then the difference shall be due by Contractor to County. Contractor shall pay County according to the method described in Subparagraph T (Payments Due to County/Method of Payment).

(3) For NR and CR services, if the post-contract audit conducted by County, State, and/or Federal personnel determines that the amounts paid by County to Contractor for any NR SFC units furnished hereunder are less than the allowable pursuant to this Agreement and/or CR services, then the difference shall be paid by County to Contractor, provided that in no event shall County's Maximum Contract Amount for the applicable Fiscal Year, as shown in Subparagraph C (Reimbursement For Initial Period) or D (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

For Title XIX Medi-Cal Administrative Activities, if the post-contract audit conducted by County, State, and/or Federal personnel determines that the actual and allowable costs for Title XIX Medi-Cal Administrative Activities furnished hereunder are less than the amounts reimbursable pursuant to this Agreement, then the difference shall be paid by County to Contractor, provided that in no event shall County's Maximum Contract Amount for the applicable Fiscal Year, as shown in Subparagraph C (Reimbursement For Initial Period) or D (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

R. Audit Appeals After Post Audit Settlement: If Contractor appeals any audit report, the appeal shall not prevent the post-contract audit settlement pursuant to Subparagraph Q (Post-Contract Audit Settlement).

S. County Audit Settlements: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the mental health services and/or Title XIX Medi-Cal Administrative Activities provided hereunder and if such audit finds that County's dollar liability for such services and/or administrative activities is less than payments made by County to Contractor, then the difference shall be due by Contractor to County, unless Contractor files an appeal with County, in which case the amount due, if any, will be determined upon the completion of the appeal. Contractor shall pay County according to the method described in Subparagraph T (Payments Due to County/Method of Payment).

If such audit finds that County's dollar liability for such services and/or administrative activities provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's Maximum Contract Amount for the applicable Fiscal Year, as shown in Subparagraph C (Reimbursement For Initial Period) or D (Reimbursement If Agreement Is Automatically Renewed), be exceeded.

T. Payments Due to County/Method of Payment: Within ten days after written notification by County to Contractor of any amount due by Contractor to County, Contractor shall notify County as to which of the following six payment options Contractor requests be used as the method by which such amount shall be recovered by County. Any such amount shall be: (1) paid in one cash payment by Contractor to County,

1 (2) offset against prior year(s) liability(ies), (3) deducted from future claims over a period not to exceed three  
2 months, (4) deducted from any amounts due from County to Contractor whether under this Agreement or  
3 otherwise, (5) paid by cash payment(s) by Contractor to County over a period not to exceed three months, or  
4 (6) a combination of any or all of the above. If Contractor does not so notify County within such ten days, or if  
5 Contractor fails to make payment of any such amount to County as required, then Director, in his sole  
6 discretion, shall determine which of the above six payment options shall be used by County for recovery of  
7 such amount from Contractor.

8 U. Interest Charges on Delinquent Payments: If Contractor, without good cause as determined  
9 in the sole judgment of Director, fails to pay County any amount due to County under this Agreement within 60  
10 days after the due date, as determined by Director, then Director, in his sole discretion and after written notice  
11 to Contractor, may assess interest charges at a rate equal to County's Pool Rate, as determined by County's  
12 Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first day after the due date.  
13 Contractor shall have an opportunity to present, to Director, information bearing on the issue of whether there  
14 is a good cause justification for Contractor's failure to pay County within 60 days after the due date. The  
15 interest charges shall be: (1) paid by Contractor to County by cash payment upon demand and/or (2) at the  
16 sole discretion of Director, deducted from any amounts due by County to Contractor whether under this  
17 Agreement or otherwise.

18 V. Financial Solvency: Contractor shall maintain adequate provisions against the risk of  
19 insolvency.

20 W. Limitation of County's Obligation Due to Nonappropriation of Funds: Notwithstanding any  
21 other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by  
22 any provision of this Agreement during this or any of County's future fiscal years unless and until County's  
23 Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year.  
24 Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less  
25 than the amount provided for in Subparagraph C (Reimbursement For Initial Period) and Subparagraph D  
26 (Reimbursement If Agreement Is Automatically Renewed) of this Agreement, County shall reduce services  
27 under this Agreement consistent with such imposed budgetary reductions. In the event funds are not  
28 appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for  
29 which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the  
30 earliest possible date.

31 X. California Work Opportunity and Responsibility to Kids (CalWORKs):

32 (1) CalWORKs Reimbursement:

33 (a) Reimbursement at cost for existing services under this Agreement shall be  
34 considered payment in full, subject to third party liability and beneficiary share of costs, for the CalWORKs  
35 beneficiaries.

36 For each month of the term of this Agreement, Contractor shall submit to

County a separate claim for CalWORKs services in the form and content specified by County. Each monthly claim shall be submitted within 30 days of Contractor's receipt of County's IS CalWORKs Service Reports for the last date CalWORKs' mental health services were provided during the particular month.

All monthly claims shall be subject to adjustment based upon the IS reports, EOB data, and/or Contractor's annual Cost Report which shall supersede and take precedence over all claims. No billing changes/adjustments or audits will be allowed after such time.

(b) Director shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County standards as set forth in the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services. Director shall provide Contractor with at least 30 days written notice of his intention to deny payment, including the reason(s) for his intended actions. Thereafter, Contractor may, within 15 days, request reconsideration of the County's decision.

(c) Reimbursement shall only be made for CalWORKs services to the extent that funds are allocated by DPSS and the State for these services.

(d) Services to CalWORKs beneficiaries shall be limited to Contractor's existing services as provided in this Agreement.

(2) CalWORKs Suspension of Payment: Payments to Contractor may be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement, or if funds are unavailable from the State or DPSS for payment on CalWORKs claims. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 days notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 days, request reconsideration of Director's decision to suspend payment. Suspension of payment to Contractor shall not take effect pending the results of such reconsideration process.

Director shall immediately notify Contractor upon receiving notification of unavailability of funds from the State or DPSS for payment on CalWORKs claims.

Y. AB 3632 Services Utilizing SB 90 Funds: SB 90 funds are part of the Maximum Contract Amount(s) of this Agreement and shall be paid by County to Contractor solely in County's capacity as the SB 90 claim intermediary between the Contractor and the State. The CGF allocated on the Financial Summary Page for AB 3632 (SB 90) services is designated solely for AB 3632 services and no CGF in this category shall be transferred to any other category on said Financial Summary Page. County shall make all instructions issued by the State for SB 90 claiming available to Contractor.

Notwithstanding any other provision of this Agreement, in the event that Contractor provides AB 3632 services reimbursable under the State's SB 90 mandate claim process, Contractor shall be paid by County from SB 90 funds upon receipt from the State. In the event that SB 90 funds are not available to pay SB 90 claims or that State denies any or all of the SB 90 claims submitted by County on behalf of Contractor, Contractor shall indemnify and hold harmless County for any and all liability for payment of any or all of the

denied SB 90 claims or for the unavailability of SB 90 funds to pay for SB 90 claims. Contractor shall be solely liable and responsible for all data and information submitted by Contractor to County in support of all claims for SB 90 funds submitted by County as the fiscal intermediary.

Z. General Relief Opportunities for Work (GROW) Reimbursement:

(1) Reimbursement at cost of existing services under this Agreement shall be considered payment in full, subject to third party liability and beneficiary share of costs, for the GROW beneficiaries.

(2) DMH shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County standards as set forth in the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services.

(3) Reimbursement shall only be made for GROW services to the extent that funds are allocated by the Department of Public Social Services (DPSS).

(4) Services to GROW beneficiaries shall be limited to Contractor's existing services as provided in this Agreement.

AA. Healthy Families:

(1) Healthy Families Reimbursement:

(a) Title XXI Healthy Families funds shall be paid to Contractor only for State approved claims for Title XXI Healthy Families services and only to the extent that 1) the Contractor has complied with Federal and State laws, regulation, manuals, guidelines, and directives, 2) eligible FFP matching funds are available under this Agreement, and only after County has received FFP payment from the State.

(b) Reimbursement to the Contractor for services to Serious Emotionally Disturbed (SED) HFPM will be existing rates for existing mental health services under this Agreement.

(2) Healthy Families Suspension of Payments: At the sole discretion of Director, payments to Contractor under this Agreement shall be suspended if Director determines that Contractor is in default under any of the provisions of this Agreement, or if the State fails to make prompt payment as determined by Director on County's claims to State.

BB. Supportive and Therapeutic Options Program (STOP) Funds: STOP funds may not be used as local match for any State or Federal programs. Notwithstanding any other provision of this Agreement, in the event that Contractor provides STOP services reimbursable under the State's STOP claim process, Contractor shall be paid by County from STOP funds upon receipt from the State. In the event that STOP funds are not available to pay STOP claims or that State denies any or all of the STOP claims submitted by County on behalf of Contractor, Contractor understands and agrees that County is not responsible for any substantive payment obligation and, accordingly, Contractor shall not seek any payment from County and shall indemnify and hold harmless County for any and all liability for payment of any or all of the denied STOP

claims or for the unavailability of STOP funds to pay for STOP claims.

CC. Contractor Requested Changes:

(1) If Contractor desires any change in the terms and conditions of this Agreement, Contractor shall request such change in writing prior to April 1 of the Fiscal Year for which the change would be applicable, and all changes shall be made by an amendment pursuant to Agreement Paragraph 39 (ALTERATION OF TERMS).

(2) If Contractor requests to increase or decrease any Maximum Contract Amount, such request and all reports, data, and other information requested by DMH's Contracts Development and Administration Division, shall be received by DMH's Contracts Development and Administration Division for review prior to April 1 of the Fiscal Year in which the increase or decrease has been requested by Contractor.

DD. Delegated Authority: Notwithstanding any other provision of this Agreement, County's Department of Mental Health Director or his designee may, without further action by County's Board of Supervisors, prepare and sign amendments to this Agreement during the remaining term of this Agreement, under the following conditions:

(1) County's total payments to Contractor under this Agreement, for each Fiscal Year of the term of this Agreement, shall not exceed an increase of more than the Board-approved percentage of the applicable Maximum Contract Amount; and

(2) Any such increase shall only be used for additional services or to reflect program and/or policy changes that affect this Agreement; and

(3) County's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement; and

(4) Approval of County Counsel and the Chief Administrative Officer or his designee is obtained prior to any such amendment to this Agreement; and

(5) County and Contractor may by written amendment reduce programs or services and revise the applicable Maximum Contract Amount. The Director or his designee shall provide 15 business days prior written notice of such desired funding changes to Contractor, including any changes in the amount of services to be received by County, to Contractor, DMH Contracts Development and Administration Division, and to County's Chief Administrative Officer. Any such change in any applicable Maximum Contract Amount shall be effected by an administrative amendment to this Agreement by Director or his designee; and

(6) If the County determines from a review of Contractor's service and billing records that a significant portion of the funds provided for services under this Agreement shall be underutilized over the period of the Agreement term, then the Director or his designee shall provide 15 business days prior written notification to Contractor (as referenced in section 5 above) of County's intent to reallocate such funds into another DMH Legal Entity Agreement before the expiration of this Agreement's term. This written notification must include both an explanation of how County reached the conclusion that Contractor is underutilizing funds, and also copies of any relevant data, such as but not limited to Integrated System reports

1 that County used in making this determination.

2 Within the 15 business day notice period, Contractor may request a meeting with  
3 County to review County's documentation that Contractor will be underutilizing a significant portion of its  
4 Maximum Contract Amount. Any such meeting shall be held within 30 calendar days of the initial written  
5 notification. If Contractor fails to meet with County in this period of time, Contractor is deemed to have waived  
6 its opportunity to meet with County and accepts County recommended changes to its contract amount.

7 If, thereafter, it is still determined that a significant portion of the Maximum Contract  
8 Amount will be underutilized, the County shall reallocate such funds, as provided above. The Director or his  
9 designee shall provide final prior written notice of such funding changes to Contractor, including any changes  
10 in the amount of services to be received by County, to Contractor, DMH Contracts Development and  
11 Administration Division, and to County's Chief Administrative Office. Any such change in any applicable  
12 Maximum Contract Amount shall be effected by an administrative amendment to this Agreement by Director  
13 or his designee. Changes that are based on one-time circumstances will be applicable to the current contract  
14 year only and shall not result in reductions (or increases) of Maximum Contract Amounts in subsequent years,  
15 while changes that are based on clearly documented ongoing historical trends may result in ongoing  
16 reductions (or increases) of Maximum Contract Amounts in subsequent years.

17 (7) County's Department of Mental Health Director shall notify County's Board of  
18 Supervisors of all Agreement changes in writing within 30 days following execution of any such  
19 amendment(s).

20 5. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any  
21 other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless  
22 and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for  
23 County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder  
24 or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's  
25 Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal  
26 Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as  
27 of June 30 of the last Fiscal Year for which funds were appropriated.

28 6. PRIOR AGREEMENT(S) SUPERSEDED:

29 A. Reference is made to the certain document(s) entitled:

<u>TITLE</u>	<u>COUNTY AGREEMENT NUMBER</u>	<u>DATE OF EXECUTION</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

32 The parties agree that the provisions of such prior Agreement(s), and all Amendments thereto, shall be  
33 entirely superseded as of N/A, by the provisions of this Agreement.

34 B. The parties further agree that all payments made by County to Contractor under any such  
35 prior Agreement(s) for services rendered thereunder on and after N/A, shall be applied  
36



to and considered against all applicable Federal, State, and/or County funds provided hereunder.

C. Notwithstanding any other provision of this Agreement or the Agreement(s) described in Subparagraph 6.A, the total reimbursement by County to Contractor under all these Agreements for Fiscal

Year \_\_\_\_\_ shall not exceed \_\_\_\_\_ DOLLARS (\$ 0 );

and for Fiscal Year \_\_\_\_\_ shall not exceed \_\_\_\_\_ DOLLARS (\$ 0 );

and for Fiscal Year \_\_\_\_\_ shall not exceed \_\_\_\_\_ DOLLARS (\$ 0 ).

The supersession of this Agreement is not intended to supersede ongoing programs and/or special provisions (such as, deeds, leases, rentals, or space use) which are implemented by special amendments with Contractors. Such ongoing programs and special provisions set forth in special amendments can only be affected by a written contract amendment that refers specifically to the provisions set forth in the Amendment.

For information on amendment(s) for special provisions for such ongoing programs and/or special services, see Exhibit(s) N/A.

7. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including, but not limited to, professional staff, that approximates the type and number as indicated in Contractor's Negotiation Package for this Agreement, as approved in writing by Director, including any addenda thereto as approved in writing by Director and as required by WIC and CCR. Such staff shall be qualified and shall possess all appropriate licenses in accordance with WIC Section 5603 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, CR/DC Manual, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, SDMH Policy Letters, and function within the scope of practice as dictated by licensing boards/bodies. If vacancies occur in any of Contractor's staff that would reduce Contractor's ability to perform any services under the Agreement, Contractor shall promptly notify Director of such vacancies. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, and experience, who are providing any services under this Agreement.

8. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, para-professional, intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical supervision policy. Contractor shall be responsible for the training of all appropriate staff on the CR/DC Manual, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, and other State and County

1 policies and procedures as well as on any other matters that County may reasonably require.

2 9. PROGRAM SUPERVISION, MONITORING AND REVIEW:

3 A. Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be  
4 provided by Contractor under the general supervision of Director. Director shall have the right to monitor and  
5 specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the  
6 persons to be served. Upon receipt of a DMH Contract Monitoring Report, Contractor shall respond in writing  
7 to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the  
8 reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate  
9 correction of all deficiencies. In the event of a State audit of this Agreement, if State auditors disagree with  
10 County's written instructions to Contractor in its performance of this Agreement, and if such disagreement  
11 results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for  
12 Contractor's disallowed costs as determined by State.

13 B. To assure compliance with this Agreement and for any other reasonable purpose relating  
14 to performance of this Agreement, and subject to the provisions of State and Federal law, authorized  
15 County, State, and/or Federal representatives and designees shall have the right to enter Contractor's  
16 premises (including all other places where duties under this Agreement are being performed), with or  
17 without notice, to: inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to  
18 otherwise evaluate the work performed or being performed; review and copy any records and supporting  
19 documentation pertaining to the performance of this Agreement; and elicit information regarding the  
20 performance of this Agreement or any related work. The representatives and designees of such agencies  
21 may examine, audit and copy such records at the site at which they are located. Contractor shall provide  
22 access to facilities and shall cooperate and assist County, State, and/or Federal representatives and  
23 designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must  
24 provide specified data upon request by County, State, and/or Federal representatives and designees within  
25 ten (10) State working days for monitoring purposes.

26 10. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all  
27 applicable Federal, State, and County policies and procedures relating to performance standards and  
28 outcome measures. This is applicable whenever specific Federal or State funding, which has policies or  
29 procedures for performance standards and/or outcome measures has been included as part of the  
30 Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by  
31 the Director of DMH for performance standards and/or outcome measures. DMH will notify Contractor  
32 whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least,  
33 where feasible, 30 days prior to implementation.

34 These Federal, State or County performance standards and/or outcome measures will be used as  
35 part of the determination of the effectiveness of the services delivered by the Contractor.

36 11. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's

performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

12. RECORDS AND AUDITS:

A. Records:

(1) Direct Services and Indirect Services Records: Contractor shall maintain a record of all direct services and indirect services rendered by all the various professional, para-professional, intern, student, volunteer and other personnel to fully document all services provided under this Agreement and in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made immediately available for inspection, program review, and/or audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and during the applicable period of records retention. Such access shall include regular and special reports from Contractor. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection, program review, and/or audit at such other location. In addition to the requirements in this Paragraph 12, Contractor shall comply with any additional patient/client record requirements described in the Service Exhibit(s) and shall adequately document the delivery of all services described in the Service Exhibit(s).

(a) Patient/Client Records (Direct Services): Contractor shall maintain treatment and other records of all direct services (i.e., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and Federal requirements on each individual patient/client which shall include, but not be limited to, patient/client identification number, patient/client face sheet, all data elements required by the IS, consent for treatment form, initial evaluation form, treatment plan, progress notes and discharge summary. All patient/client records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of seven (7) years following discharge of the patient/client or termination of services (except that the records of unemancipated minors shall be kept at least one year after such minor has reached the age of 18 years and in any case not less than seven (7) years), or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit.

(b) Case Management Support Services and Outreach Services Records

1 (Indirect Services): Contractor shall maintain accurate and complete program records of all indirect services  
2 (i.e., all services other than direct services) in accordance with all applicable County, State and Federal  
3 requirements. All program records shall be maintained by Contractor at a location in Los Angeles County for a  
4 minimum period of seven years following the expiration or termination of this Agreement, or until County, State  
5 and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such  
6 retention period, all such records shall be immediately available and open during normal business hours to  
7 authorized representatives and designees of County, State, and/or Federal governments for purposes of  
8 inspection and/or audit.

9 (2) Financial Records: Contractor shall prepare and maintain, on a current basis,  
10 accurate and complete financial records of its activities and operations relating to this Agreement in  
11 accordance with generally accepted accounting principles, with the procedures set out in the Short-  
12 Doyle/Medi-Cal Automated Cost Reporting System Users Manual, and with all guidelines, standards, and  
13 procedures which may be provided by County to Contractor. Minimum standards for accounting principles are  
14 set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be  
15 furnished to Contractor by County upon request. The above financial records shall include, but are not limited  
16 to:

17 (a) Books of original entry and a general ledger.

18 (b) Reports, studies, statistical surveys or other information Contractor used to  
19 identify and allocate indirect costs among Contractor's various modes of service. "Indirect costs" shall mean  
20 those costs as described by the CR/DC Manual and all guidelines, standards, and procedures which may be  
21 provided by County to Contractor.

22 (c) Bronzan-McCorquodale/County statistics and total facility statistics (e.g.,  
23 patient days, visits) which can be identified by type of service pursuant to the CR/DC Manual and any policies  
24 and procedures which may be provided by County to Contractor.

25 (d) A listing of all County remittances received.

26 (e) Patient/client financial folders clearly documenting:

27 i. Contractor's determination of patient's/client's eligibility for Medi-Cal,  
28 medical insurance and any other third party payer coverage; and

29 ii. Contractor's reasonable efforts to collect charges from the  
30 patient/client, his responsible relatives, and any other third party payer.

31 (f) Individual patient/client ledger cards indicating the type and amount of  
32 charges incurred and payments by source and service type.

33 (g) Employment records.

34 (3) The entries in all of the above financial records must be readily traceable to  
35 applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by  
36 employee and countersigned by supervisor in ink, subsidiary ledgers and journals, appointment logs, patient

1 ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the  
2 Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, the Federal Health Care Financing  
3 Administration's Health Insurance Manual Volume 15 (HIM 15), CR/DC Manual, and Los Angeles County  
4 DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option  
5 and Targeted Case Management Services. All such records shall be maintained by Contractor at a location in  
6 Los Angeles County for a minimum period of seven years following the expiration or termination of the  
7 Agreement, or until County, State and/or Federal audit findings are fully resolved, whichever is later. During  
8 such retention period, all such records shall be immediately available and open during County's normal  
9 business hours to authorized representatives and designees of County, State, and/or Federal governments for  
10 purposes of inspection, program review, and/or audit. Such access shall include access to individuals with  
11 knowledge of financial records and Contractor's outside auditors, and regular and special reports from  
12 Contractor. In the event any records are located outside Los Angeles County, Contractor shall pay County for  
13 all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

14 (4) Preservation of Records: If, following termination of this Agreement, Contractor's  
15 facility(ies) is (are) closed or if majority ownership of Contractor changes, then within forty-eight hours  
16 thereafter, Director of SDMH and Director shall be notified thereof by Contractor in writing of all arrangements  
17 made by Contractor for preservation of all the patient/client, financial, and other records referred to in this  
18 Paragraph 12.

19 B. Audits:

20 (1) Contractor shall provide County and its authorized representatives access to and the  
21 right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, or any other  
22 records relating to this Agreement.

23 (2) County may, in its sole discretion, perform periodic fiscal and/or program review(s) of  
24 Contractor's records that relate to this Agreement. If County determines that the results of any such reviews  
25 indicate the need for corrective action, Contractor shall within 30 days after receiving the findings of the fiscal  
26 and/or program review, either (a) submit a corrective plan of action to DMH, or (b) request a review by the  
27 Director. If Contractor requests a review by the Director within the 30 days, and if a corrective plan of action is  
28 then required, Contractor shall have 30 days to submit its corrective plan of action.

29 (3) Audit Reports: In the event that any audit of any or all aspects of this Agreement is  
30 conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by  
31 Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts  
32 Development and Administration Division within 30 days of Contractor's receipt thereof, unless otherwise  
33 provided by applicable Federal or State law or under this Agreement. Contractor shall promptly notify County  
34 of any request for access to information related to this Agreement by any other governmental agency.

35 (4) State Department of Mental Health Access to Records: Contractor agrees that for a  
36 period of seven years or until final audit is completed, which ever occurs later, following the furnishing of

1 services under this Agreement, Contractor shall maintain and make available to the State Department of  
2 Mental Health, the Secretary of the United States Department of Health and Human Services or the Controller  
3 General of the United States, and any other authorized Federal and State agencies, or to any of their duly  
4 authorized representatives, the contracts, books, documents and records of Contractor which are necessary  
5 to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of  
6 the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS  
7 (\$10,000) or more over a 12-month period with a related organization (as that term is defined under Federal  
8 law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books,  
9 documents and records of the subcontractor as provided in Paragraph 9 and in this Paragraph 12.

10 (5) Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the  
11 Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a  
12 period of seven (7) years following the furnishing of services under this Agreement, Contractor shall maintain  
13 and make available to the Secretary of the United States Department of Health and Human Services or the  
14 Controller General of the United States, or to any of their duly authorized representatives, the contracts,  
15 books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of  
16 services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through  
17 any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month  
18 period with a related organization (as that term is defined under Federal law), Contractor agrees that each  
19 such subcontract shall provide for such access to the subcontract, books, documents and records of the  
20 subcontractor as provided in Paragraph 9 and in this Paragraph 12.

21 **13. REPORTS:**

22 A. Contractor shall make reports as required by Director or by State regarding Contractor's  
23 activities and operations as they relate to Contractor's performance of this Agreement. In no event may  
24 County require such reports unless it has provided Contractor with at least 30 days' prior written notification.  
25 County shall provide Contractor with a written explanation of the procedures for reporting the required  
26 information.

27 B. Income Tax Withholding: Upon Director's request, Contractor shall provide County with  
28 certain documents relating to Contractor's income tax returns and employee income tax withholding. These  
29 documents shall include, but are not limited to:

30 (1) A copy of Contractor's Federal and State quarterly income tax withholding returns  
31 (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).

32 (2) A copy of a receipt for, or other proof of payment of, each employee's Federal and  
33 State income tax withholding, whether such payments are made on a monthly or quarterly basis.

34 C. Integrated System (IS):

35 (1) Unless previously approved to participate in the Mental Health Management  
36 Information Systems (MHMIS) which is the Department's legacy information and billing system, Contractor

1 shall participate in the IS, as required by Director. Contractor shall report to County, all program, patient/client,  
2 staff, and other data and information about Contractor's services, within the specified time periods as required  
3 by DMH's Integrated System Training Manuals IS Bulletins, and Reports Reference Guide and any other  
4 County requirements; in no event, no later than 40 calendar days after the close of each Fiscal Year in which  
5 the services were provided.

6 (2) Notwithstanding any other provision of this Agreement, only units of service entered  
7 by Contractor into the IS shall be counted as delivered units of service. All units of service generated during  
8 the Start-Up Period, if any, shall be entered by Contractor into the IS.

9 (3) Notwithstanding any other provision of this Agreement, the only units of service  
10 which shall be considered legitimate and reimbursable at Annual Cost Report adjustment and settlement time  
11 or otherwise shall be those units of service as entered by Contractor into the IS.

12 (4) Contractor shall train its staff in the operation, procedures, policies, and all related  
13 use, of the IS as required by County. County shall train Contractor's designated trainer in the operation,  
14 procedures, policies, and all related use of the IS.

15 14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information,  
16 including, but not limited to, claims, County records, patient/client records and information, and MHMIS or IS  
17 records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County,  
18 State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to  
19 confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to  
20 acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality  
21 provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from  
22 and against any and all loss, damage, liability, and expense arising from any disclosure of such records and  
23 information by Contractor, its officers, employees, or agents.

24 15. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients'/clients' rights  
25 provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR  
26 Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County  
27 Patients' Rights Advocates shall be given access by Contractor to all patients'/clients, patients'/clients' records,  
28 and Contractor's personnel in order to monitor Contractor's compliance with all applicable statutes,  
29 regulations, manuals and policies.

30 16. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

31 A. Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted  
32 by Contractor, shall comply with WIC Section 15600 et seq. and shall report all known or suspected instances  
33 of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County  
34 adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630,  
35 and permitted by 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor,  
36 shall make the report on such abuse, and shall submit all required information, in accordance with WIC

1 Sections 15630, 15633 and 15633.5.

2 B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor,  
3 shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or  
4 suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal  
5 Code 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall  
6 make the report on such abuse, and shall submit all required information, in accordance with PC Sections  
7 11166 and 11167.

8 C. Contractor Staff:

9 (1) Contractor shall assure that any person who enters into employment as a care  
10 custodian of elders, dependent adults or minor children, or who enters into employment as a health or other  
11 practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign a  
12 statement on a form provided by Contractor in accordance with the above code sections to the effect that such  
13 person has knowledge of, and will comply with, these code sections.

14 (2) Contractor shall assure that clerical and other nontreatment staff who are not legally  
15 required to directly report suspected cases of abuse, consult with mandated reporters upon suspecting any  
16 abuse.

17 (3) For the safety and welfare of elders, dependent adults, and minor children,  
18 Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all  
19 current and prospective employees and shall not employ or continue to employ any person convicted of any  
20 crime involving any harm to elders, dependent adults, or minor children.

21 (4) Contractor shall not employ or continue to employ, or shall take other appropriate  
22 action to fully protect all persons receiving services under this Agreement concerning, any person whom  
23 Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals,  
24 welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for  
25 such person to be employed by Contractor.

26 17. NONDISCRIMINATION IN SERVICES:

27 A. Contractor shall not discriminate in the provision of services hereunder because of race,  
28 religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap or medical  
29 conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 17,  
30 discrimination in the provision of services may include, but is not limited to, the following: denying any person  
31 any service or benefit or the availability of a facility; providing any service or benefit to any person which is  
32 different, or is provided in a different manner or at a different time, from that provided to others; subjecting any  
33 person to segregation or separate treatment in any matter related to the receipt of any service; restricting any  
34 person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or  
35 benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility,  
36 membership, or any other requirement or condition which persons must meet in order to be provided any



1 service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this  
2 Agreement are provided services without regard to ability to pay or source of payment, race, religion, national  
3 origin, ancestry, sex, age, marital status, or physical or mental handicap, or medical conditions.

4 B. Contractor shall establish and maintain written complaint procedures under which any person  
5 applying for or receiving any services under this Agreement may seek resolution from Contractor of a  
6 complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel.  
7 Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's  
8 resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint  
9 of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied  
10 with County's resolution or decision with respect to the complaint of alleged discrimination, such person may  
11 appeal the matter to the State, if appropriate.

12 C. If direct services (i.e., 24-hour services, day services, targeted case management, mental  
13 health services, medication support, and crisis intervention) are provided hereunder, Contractor shall have  
14 admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in  
15 writing and available to the public. Contractor shall not employ discriminatory practices in the admission of  
16 any person, assignment of accommodations, or otherwise. Any time any person applies for services under  
17 this Agreement, such person shall be advised by Contractor of the complaint procedures described in the  
18 above paragraph. A copy of such complaint procedures shall be posted by Contractor in a conspicuous place,  
19 available and open to the public, in each of Contractor's facilities where services are provided under this  
20 Agreement.

21 18. NONDISCRIMINATION IN EMPLOYMENT:

22 A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or  
23 holding companies are and will be treated equally by it without regard to, or because of, race, color, religion,  
24 national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or  
25 mental disability, medical condition (cancer), denial of family care leave, or political affiliation, and in  
26 compliance with all applicable Federal and State anti-discrimination laws and regulations.

27 B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and  
28 that employees are treated during employment without regard to race, color, religion, national origin, ancestry,  
29 sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical  
30 condition (cancer), denial of family care leave, or political affiliation. Such action shall include, but is not limited  
31 to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or  
32 termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.  
33 Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during  
34 employment based upon race, color, religion, national origin, ancestry, sex, age, marital status, condition of  
35 physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family  
36 care leave, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws

1 and regulations. Contractor shall insure that the evaluation and treatment of its employees and applicants for  
2 employment are free from such discrimination and harassment, and will comply with the provisions of the Fair  
3 Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations  
4 promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

5 C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because  
6 of race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability  
7 (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or  
8 political affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph 18 to  
9 labor organizations with which it has a collective bargaining or other agreement.

10 D. Contractor shall allow County representatives access to its employment records during  
11 regular business hours to verify compliance with the provisions of this Paragraph 18 when so requested by  
12 Director.

13 E. If County finds that any of the above provisions has been violated, the same shall constitute a  
14 material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.  
15 While County reserves the right to determine independently that the anti-discrimination provisions of this  
16 Agreement have been violated, in addition, a determination by the California Fair Employment Practices  
17 Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or  
18 Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated  
19 the anti-discrimination provisions of this Agreement.

20 F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph  
21 18, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500) pursuant to  
22 California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

23 19. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair  
24 Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and  
25 agents, from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages,  
26 penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to,  
27 the Federal Fair Labor Standards Act, for services performed by Contractor's employees for which County  
28 may be found jointly or solely liable.

29 20. INDEMNIFICATION AND INSURANCE:

30 A. Indemnification: Contractor shall indemnify, defend and hold harmless County, and its  
31 Special Districts, elected and appointed officers, employees, and agents from and against any and all liability,  
32 including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert  
33 witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to  
34 this Agreement.

35 B. General Insurance Requirements: Without limiting Contractor's indemnification of County  
36 and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its

1 subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance  
2 shall be primary to and not contributing with any other insurance or self-insurance programs maintained by  
3 County, and such coverage shall be provided and maintained at Contractor's own expense.

4 1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to  
5 County shall be delivered to *Department of Mental Health, 550 South Vermont Avenue, Contracts*  
6 *Development and Administration Division, 5<sup>th</sup> Floor, Los Angeles, CA, 90020*, prior to commencing services  
7 under this Agreement. Such certificates or other evidence shall:

8 (a) Specifically identify this Agreement.

9 (b) Clearly evidence all coverages required in this Agreement.

10 (c) Contain the express condition that County is to be given written notice by  
11 mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

12 (d) Include copies of the additional insured endorsement to the commercial  
13 general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and  
14 employees as insureds for all activities arising from this Agreement.

15 (e) Identify any deductibles or self-insured retentions for County's approval. The  
16 County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions  
17 as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained  
18 losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations,  
19 claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to  
20 transact business in the State of California.

21 2) Insurer Financial Ratings: Insurance is to be provided by an insurance company  
22 acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

23 3) Failure to Maintain Coverage: Failure by Contractor to maintain the required  
24 insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material  
25 breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at  
26 its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may  
27 purchase such required insurance coverage, and without further notice to Contractor, County may deduct from  
28 sums due to Contractor any premium costs advanced by County for such insurance.

29 4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

30 (a) Any accident or incident relating to services performed under this Agreement  
31 which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor  
32 and/or County. Such report shall be made in writing within 24 hours of occurrence.

33 (b) Any third party claim or lawsuit filed against Contractor arising from or  
34 related to services performed by Contractor under this Agreement.

35 (c) Any injury to a Contractor employee which occurs on County property. This  
36 report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of sub-contractors, or

(b) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

C. Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	Two Million Dollars	(\$2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars	(\$1,000,000)
Personal and Advertising Injury:	One Million Dollars	(\$1,000,000)
Each Occurrence:	One Million Dollars	(\$1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars	(\$1,000,000)
Disease - policy limit:	One Million Dollars	(\$1,000,000)
Disease - each employee:	One Million Dollars	(\$1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than One Million

1 Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. The coverage also  
2 shall provide an extended two-year reporting period commencing upon termination or cancellation of this  
3 Agreement.

4 5) Property Coverage: Such insurance shall be endorsed naming the County of Los  
5 Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

6 Real Property and All Other Personal Property – Special form (all-risk) coverage for  
7 the full replacement value of County-owned or leased property.

8 21. WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or selling agency  
9 has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for  
10 any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide  
11 established commercial or selling agencies maintained by Contractor for the purpose of securing business.  
12 For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the  
13 Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage,  
14 brokerage, or contingent fee.

15 22. CONFLICT OF INTEREST:

16 A. No County employee whose position in County enables such employee to influence the  
17 award or administration of this Agreement or any competing agreement, and no spouse or economic  
18 dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect  
19 financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the  
20 provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of  
21 such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such  
22 services.

23 B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in  
24 effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now  
25 aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts  
26 which might reasonably be expected to create a conflict of interest, it shall immediately make full written  
27 disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all  
28 persons implicated and complete description of all relevant circumstances.

29 23. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing,  
30 understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3  
31 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions  
32 regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps  
33 in its performance hereunder to insure that there is no violation of such provisions by its employees.  
34 Contractor shall utilize the attorney referral service of all those bar associations within the County of Los  
35 Angeles that have such a service.

24. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for this Agreement, for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

25. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

26. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants, by job category, to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given priority.

1     27.     DELEGATION AND ASSIGNMENT BY CONTRACTOR:

2           A.     Contractor shall not assign its rights or delegate its duties under this Agreement, or both,  
3     whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted  
4     assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County  
5     consent shall require a written amendment to this Agreement, which is formally approved and executed by the  
6     parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement  
7     shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

8           B.     Shareholders, partners, members, or other equity holders of Contractor may transfer, sell,  
9     exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such  
10    sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of  
11    Contractor to any person(s), corporation, partnership, or entity other than the majority controlling interest  
12    therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written  
13    consent of County in accordance with applicable provisions of this Agreement.

14          C.     Any assumption, assignment, delegation, or takeover of any of the Contractor's duties,  
15    responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through  
16    assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration  
17    for any reason whatsoever without County's express prior written approval, shall be a material breach of this  
18    Agreement which may result in the termination of this Agreement. In the event of such termination, County  
19    shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by  
20    Contractor.

21    28.     SUBCONTRACTING:

22          A.     No performance of this Agreement, or any portion thereof, shall be subcontracted by  
23    Contractor without the prior written consent of County as provided in this Paragraph 28. Any attempt by  
24    Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior  
25    written consent of County, shall be null and void and shall constitute a material breach of this Agreement.  
26    Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this  
27    Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement,  
28    the parties do not in any way intend that any person or entity shall acquire any rights as a third party  
29    beneficiary of this Agreement.

30          B.     If Contractor desires to subcontract any portion of its performance, obligations, or  
31    responsibilities under this Agreement, Contractor shall make a written request to County for written approval to  
32    enter into the particular subcontract. Contractor's request to County shall include:

- 33               (1)    The reasons for the particular subcontract.
- 34               (2)    A detailed description of the services to be provided by the subcontract.
- 35               (3)    Identification of the proposed subcontractor and an explanation of why and how the  
36    proposed subcontractor was selected, including the degree of competition involved.

1 (4) A description of the proposed subcontract amount and manner of compensation,  
2 together with Contractor's cost or price analysis thereof.

3 (5) A copy of the proposed subcontract which shall contain the following provision:  
4 "This contract is a subcontract under the terms of the prime contract with the County of Los  
5 Angeles and shall be subject to all of the provisions of such prime contract."

6 (6) A copy of the proposed subcontract, if in excess of \$10,000 and utilizes State funds,  
7 shall also contain the following provision:

8 "The contracting parties shall be subject to the examination and audit of the Auditor General  
9 for a period of three (3) years after final payment under contract (Government Code, Section  
10 8546.7)."

11 The Contractor will also be subject to the examination and audit of the State Auditor  
12 General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

13 (7) Any other information and/or certifications requested by County.

14 C. County shall review Contractor's request to subcontract and shall determine, in its sole  
15 discretion, whether or not to consent to such request on a case-by-case basis.

16 D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents,  
17 from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense  
18 costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any officers,  
19 employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers,  
20 employees, and agents, under this Agreement.

21 E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully  
22 liable and responsible for any and all performance required of it under this Agreement, and no subcontract  
23 shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to  
24 limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval  
25 limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval  
26 of any subcontract shall not be construed in any way to constitute the determination of the allowability or  
27 appropriateness of any cost or payment under this Agreement.

28 F. In the event that County consents to any subcontracting, such consent shall be subject to  
29 County's right to give prior and continuing approval of any and all subcontractor personnel providing services  
30 under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County  
31 shall be immediately removed from the provision of any services under the particular subcontract or that other  
32 action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to  
33 any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability,  
34 damages, costs or expenses arising from or related to County's exercise of such right.

35 G. In the event that County consents to any subcontracting, such consent shall be subject to  
36 County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor



1 when such action is deemed by County to be in its best interest. County shall not be liable or responsible in  
2 any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any  
3 subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of  
4 such right.

5 H. In the event that County consents to any subcontracting, each and all of the provisions of this  
6 Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the  
7 successors or administrators of the respective parties.

8 I. In the event that County consents to any subcontracting, such consent shall apply to each  
9 particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 28 or a blanket  
10 consent to any further subcontracting.

11 J. In the event that County consents to any subcontracting, Contractor shall be solely liable and  
12 responsible for any and all payments and/or other compensation to all subcontractors and their officers,  
13 employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or  
14 other compensation for any subcontractors or their officers, employees, and agents.

15 K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration  
16 Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 28,  
17 on or immediately after the effective date of the subcontract but in no event later than the date any services  
18 are performed under the subcontract.

19 L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain  
20 on file an executed Subcontractor Employee Acknowledgment of Employer, in the form as contained in  
21 Contractor's Negotiation Package for the Agreement, for each of the subcontractor's employees performing  
22 services under the subcontract. Such Acknowledgments shall be delivered to the Chief of DMH's Contracts  
23 Development and Administration Division on or immediately after the commencement date of the particular  
24 subcontract but in no event later than the date such employee first performs any services under the  
25 subcontract.

26 M. County shall have no liability or responsibility whatsoever for any payment or other  
27 compensation for any subcontractor or its officers, employees, and agents.

28 N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph  
29 28, including, but not limited to, consenting to any subcontracting.

30 29. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and  
31 construed in accordance with, the laws of the State of California. Contractor agrees and consents to the  
32 exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and  
33 further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of  
34 Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all  
35 laws, regulations, and contractual obligations of County under its agreement with the State.

30. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

31. THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

32. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder) as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

B. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

33. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

1 As required by County's Child Support Compliance Program (County Code Chapter 2.200)  
2 and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law,  
3 Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in  
4 compliance with employment and wage reporting requirements as required by the Federal Social Security Act  
5 (42 United States Code (USC) Section 653a) and California Unemployment Insurance Code Section 1088.5,  
6 and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services  
7 Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to  
8 Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9 B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support  
10 Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in  
11 Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall  
12 constitute default under this Agreement. Without limiting the rights and remedies available to County under  
13 any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of  
14 written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 35  
15 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter  
16 2.202.

17 34. TERMINATION FOR INSOLVENCY:

18 A. County may terminate this Agreement immediately in the event of the occurrence of any of  
19 the following:

20 (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased  
21 to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become  
22 due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not  
23 Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

24 (2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal  
25 Bankruptcy Code.

26 (3) The appointment of a Receiver or Trustee for Contractor.

27 (4) The execution by Contractor of a general assignment for the benefit of creditors.

28 B. The rights and remedies of County provided in this Paragraph 34 shall not be exclusive and  
29 are in addition to any other rights and remedies provided by law or under this Agreement.

30 35. TERMINATION FOR DEFAULT:

31 A. County may, by written notice of default to Contractor, terminate this Agreement immediately  
32 in any one of the following circumstances:

33 (1) If, as determined in the sole judgment of County, Contractor fails to perform any  
34 services within the times specified in this Agreement or any extension thereof as County may authorize in  
35 writing; or

36 (2) If, as determined in the sole judgment of County, Contractor fails to perform and/or

1 comply with any of the other provisions of this Agreement or so fails to make progress as to endanger  
2 performance of this Agreement in accordance with its terms, and in either of these two circumstances, does  
3 not cure such failure within a period of five days (or such longer period as County may authorize in writing)  
4 after receipt of notice from County specifying such failure.

5 B. In the event that County terminates this Agreement as provided in Subparagraph A, County  
6 may procure, upon such terms and in such manner as County may deem appropriate, services similar to  
7 those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by  
8 County, as determined by County, for such similar services.

9 C. The rights and remedies of County provided in this Paragraph 35 shall not be exclusive and  
10 are in addition to any other rights and remedies provided by law or under this Agreement.

11 36. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor,  
12 immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration,  
13 in any form, was offered or given by Contractor, either directly or through an intermediary, to any County  
14 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with  
15 respect to the award, amendment or extension of the Agreement or the making of any determinations with  
16 respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County  
17 shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by  
18 the Contractor.

19 Contractor shall immediately report any attempt by a County officer or employee to solicit such  
20 improper consideration. The report shall be made either to the County manager charged with the supervision  
21 of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

22 Among other items, such improper consideration may take the form of cash, discounts, service, the  
23 provision of travel or entertainment, or tangible gifts.

24 37. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or  
25 circumstance is held invalid, the remainder of this Agreement and the application of such provision to other  
26 persons or circumstances shall not be affected thereby.

27 38. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this  
28 Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing  
29 this Agreement.

30 39. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement,  
31 or the Financial Summary or Service Exhibit(s) hereto, whether by written or oral understanding of the parties,  
32 their officers, employees or agents, shall be valid and effective unless made in the form of a written  
33 amendment to this Agreement which is formally approved and executed by the parties in the same manner as  
34 this Agreement.

35 40. ENTIRE AGREEMENT: The body of this Agreement, all attachments, Financial Summary(ies), Fiscal  
36 Years 2006-2007, 2007-2008, 2008-2009 and 2009-2010 Service Delivery Site Exhibit, and Service Exhibit(s)

1 1, 2, 3, 4, 5, 6 and 7, attached hereto and incorporated herein by reference, and Contractor's Negotiation  
2 Package for this Agreement, as approved in writing by Director, including any addenda thereto as approved in  
3 writing by Director, which are hereby incorporated herein by reference but not attached, shall constitute the  
4 complete and exclusive statement of understanding between the parties which supersedes all previous  
5 agreements, written or oral, and all other communications between the parties relating to the subject matter of  
6 this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word,  
7 responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between  
8 the body of this Agreement and the other referenced documents, or between such other documents, such  
9 conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and its  
10 definitions and then to such other documents according to the following priority:

- 11 A. Financial Summary(ies)
- 12 B. Service Delivery Site Exhibit
- 13 C. Service Exhibit(s)
- 14 D. Contractor's Negotiation Package.

15 41. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a  
16 waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time,  
17 any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth  
18 in this Paragraph 41 shall not be exclusive and are in addition to any other rights and remedies provided by  
19 law or under this Agreement.

20 42. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all  
21 Federal statutes and regulations regarding employment of aliens and others and that all its employees  
22 performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes  
23 and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all  
24 verification and other documentation of employment eligibility status required by Federal statutes and  
25 regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such  
26 documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless  
27 County, its officers and employees from and against any employer sanctions and any other liability which may  
28 be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or  
29 regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

30 43. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature  
31 distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its  
32 treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement  
33 are funded by the County of Los Angeles.

34 44. PURCHASES:

35 A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws,  
36 ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures,

1 equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if  
2 funding is provided for such purposes hereunder.

3 B. Proprietary Interest of County: In accordance with all applicable Federal, State and County  
4 laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary  
5 interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and  
6 supplies, purchased or obtained by Contractor using any County funds. Upon the expiration or termination of  
7 this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any  
8 of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of  
9 creditors, or the failure of Contractor to satisfy any judgment against it within 30 days of filing, County shall  
10 have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials,  
11 and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in  
12 conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary  
13 interest of County.

14 C. Inventory Records, Controls and Reports: Contractor shall maintain accurate and complete  
15 inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or  
16 obtained using any County funds. Within 90 days following the execution of this Agreement, Contractor shall  
17 provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials,  
18 and supplies, purchased or obtained using any County funds. The inventory report shall be prepared by  
19 Contractor on a form or forms designated by Director, certified and signed by an authorized officer of  
20 Contractor, and one copy thereof shall be delivered to County within 30 days of any change in the inventory.  
21 Within five days after the expiration or termination of the Agreement, Contractor shall submit to County six  
22 copies of the same inventory report updated to the expiration or termination date of the Agreement, certified  
23 and signed by an authorized officer of Contractor, based on a physical count of all items of furniture, fixtures,  
24 equipment, materials, and supplies, as of such expiration or termination date.

25 D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take  
26 all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or  
27 obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance,  
28 vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture,  
29 fixtures, equipment, materials, and supplies, Contractor shall immediately notify the police and make a written  
30 report thereof, including a report of the results of any investigation which may be made. In the event of any  
31 damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause,  
32 Contractor shall immediately send Director a detailed, written report. Contractor shall contact DMH's  
33 Administrative Services Division for instructions for disposition of any such property which is worn out or  
34 unusable.

35 E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any  
36 program covered by this Agreement, or upon the expiration or termination of this Agreement, or at any other

time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by County or its authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, in the same condition as such property was received by Contractor, reasonable wear and tear excepted, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

45. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

46. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

47. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify Director in writing.

48. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

49. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 49.

1 50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor  
2 shall notify its employees, and shall require each subcontractor to notify its employees, that they may be  
3 eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be  
4 provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

5 51. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors'  
6 policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use  
7 recycled-content paper to the maximum extent possible on the Project.

8 52. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the  
9 County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are  
10 effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with  
11 the terms of the Ordinance.

12 A. A responsible Contractor is a Contractor who has demonstrated the attribute of  
13 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is  
14 the County's policy to conduct business only with responsible contractors.

15 B. -- The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code,  
16 if the County acquires information concerning the performance of the Contractor on this or other Agreements  
17 which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided  
18 in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing  
19 work on County Agreements for a specified period of time, which generally will not exceed five years but may  
20 exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing  
21 Agreements the Contractor may have with the County.

22 C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that  
23 the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a  
24 nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the  
25 Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a  
26 nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on  
27 same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4)  
28 made or submitted a false claim against the County or any other public entity.

29 D. If there is evidence that the Contractor may be subject to debarment, the Department will  
30 notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise  
31 the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

32 E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed  
33 debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity  
34 to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative  
35 proposed decision, which shall contain a recommendation regarding whether the contractor should be  
36 debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department



1 shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the  
2 Board of Supervisors.

3 F. After consideration of any objections, or if no objections are submitted, a record of the  
4 hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be  
5 presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt  
6 the proposed decision and recommendation of the Hearing Board.

7 G If a Contractor has been debarred for a period longer than five years, that Contractor may,  
8 after the debarment has been in effect for at least five years, submit a written request for review of the  
9 debarment determination to reduce the period of debarment or terminate the debarment. The County may, in  
10 its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has  
11 adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment  
12 was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after  
13 debarment was imposed; or (4) any other reason that is in the best interests of the County.

14 H. The Contractor Hearing Board will consider a request for review of a debarment  
15 determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the  
16 debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the  
17 grounds for reduction of the debarment period or termination of the debarment, and includes supporting  
18 documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of  
19 the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where  
20 evidence on the proposed reduction of debarment period or termination of debarment is presented. This  
21 hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to  
22 the same procedures as for a debarment hearing.

23 The Contractor Hearing Board's proposed decision shall contain a recommendation on the  
24 request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall  
25 present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors  
26 shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor  
27 Hearing Board.

28 I. These terms shall also apply to (subcontractors) of County Contractors.

29 53. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

30 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing  
31 services under any health care program funded by the Federal government, directly or indirectly, in whole or in  
32 part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would  
33 require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health  
34 care program; and (2) any exclusionary action taken by any agency of the Federal government against  
35 Contractor or one or more staff members barring it or the staff members from participation in a Federally  
36 funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

1 There are a variety of different reasons why an individual or entity may be excluded from participating  
2 in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the  
3 Office of Inspector General (OIG) has the discretion not to exclude.

4 The mandatory bases for exclusion include: (1) felony convictions for program related crimes,  
5 including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2)  
6 convictions related to patient abuse.

7 Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial  
8 misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to  
9 documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor  
10 related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or  
11 its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default  
12 on a student loan given in connection with education in a health profession; (8) charging excessive amounts to  
13 a Federally funded health care program or furnishing services of poor quality or which are substantially in  
14 excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons  
15 controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be  
16 excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

17 Contractor shall indemnify and hold County harmless against any and all loss or damage County may  
18 suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a  
19 Federally funded health care program. Contractor shall provide the certification set forth in Attachment VI as  
20 part of its obligation under this Paragraph 53.

21 Failure by Contractor to meet the requirements of this Paragraph 53 shall constitute a material breach  
22 of Agreement upon which County may immediately terminate or suspend this Agreement.

23 54. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

24 A. The parties acknowledge the existence of the Health Insurance Portability and Accountability  
25 Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that it is a  
26 "Covered Entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and  
27 security of patients' medical information, and must take certain steps to preserve the confidentiality of this  
28 information, both internally and externally, including the training of staff and the establishment of proper  
29 procedures for the release of such information, including the use of appropriate consents and authorizations  
30 specified under HIPAA.

31 B. The parties acknowledge their separate and independent obligations with respect to HIPAA,  
32 and that such obligations relate to *transactions and code sets, privacy, and security*. Contractor understands  
33 and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas  
34 and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has  
35 not relied, and will not in any way rely, on County for legal advice or other representations with respect to  
36 Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary

measures to comply with the law and its implementing regulations.

C. Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents) for its failure to comply with HIPAA.

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's IS.

(1) County desires to clarify IS terminology under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Attachment VIII (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

(2) County desires to clarify other HIPAA-related changes set forth in the DMH Provider Manual and which are incorporated herein by reference as though fully set forth.

(a) County has added to the DMH Provider Manual a Guide to Procedure Codes, which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(b) County has added to the DMH Provider Manual an Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these transactions.

(c) County has added to the DMH Provider Manual a Trading Partner Agent Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of Contractor.

E. Contractor understands that County operates an informational website <http://dmh.lacounty.info/hipaa/index.html> related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

F. Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

G. Contractor further understands and agrees that the terms and conditions of the current Trading Partner Agreement (TPA) set forth in the DMH Provider Manual shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

55. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance

entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

**B. Written Employee Jury Service Policy:**

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Attachment VII of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

57. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

58. COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM:

(LANGUAGE APPLIES ONLY TO PROP A LIVING WAGE CONTRACTS)

A. Living Wage Program: This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit K* and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

i. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

ii. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

(2) For purposes of this Sub-paragraph, "Contractor" includes any subcontractor

1 engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any  
2 subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the  
3 provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such  
4 subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee"  
5 means any individual who is an employee of the Contractor under the laws of California, and who is providing  
6 full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-  
7 time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a  
8 recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked  
9 per week will not, in any event, be considered full-time.

10 (3) If the Contractor is required to pay a living wage when the Contract commences, the  
11 Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

12 (4) If the Contractor is not required to pay a living wage when the Contract commences,  
13 the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the  
14 living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either  
15 comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an  
16 exception to the Living Wage Program. In either event, the Contractor shall immediately be required to  
17 commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the  
18 Contract, including any option period. The County may also require, at any time during the Contract and at its  
19 sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either  
20 continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor  
21 continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this  
22 requirement within the time frame permitted by the County, the Contractor shall immediately be required to  
23 pay the living wage for the remaining term of the Contract, including any option period.

24 C. Contractor's Submittal of Certified Monitoring Reports: The Contractor shall submit to the  
25 County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports  
26 shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall  
27 also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for  
28 health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name  
29 and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of  
30 the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be  
31 submitted on forms provided by the County (*Exhibit L and Exhibit M*), or other form approved by the County  
32 which contains the above information. The County reserves the right to request any additional information it  
33 may deem necessary. If the County requests additional information, the Contractor shall promptly provide  
34 such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the  
35 information contained in each certified monitoring report is true and accurate.

36 D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims: During

1 the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint,  
2 investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited  
3 to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing  
4 wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment  
5 discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the  
6 Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim  
7 arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or  
8 claim arising out of any of the Contractor's operations in California.

9 E. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours' written  
10 notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining  
11 to the Contract, including all documents and information relating to the certified monitoring reports. The  
12 Contractor is required to maintain all such records in California until the expiration of four years from the date  
13 of final payment under the Contract. Authorized agents of the County shall have access to all such records  
14 during normal business hours for the entire period that records are to be maintained.

15 F. Notifications to Employees: The Contractor shall place County-provided living wage posters  
16 at each of the Contractor's places of business and locations where Contractor's Employees are working. The  
17 Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The  
18 Contractor shall translate into Spanish and any other language spoken by a significant number of Employees  
19 the posters and handouts.

20 G. Enforcement and Remedies: If the Contractor fails to comply with the requirements of this  
21 Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to  
22 any rights and remedies provided by law or equity.

23 (1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If the  
24 Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted  
25 does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency  
26 shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole  
27 discretion, exercise any or all of the following rights/remedies:

28 (a) Withholding of Payment: If the Contractor fails to submit accurate,  
29 complete, timely and properly certified monitoring reports, the County may withhold from payment to the  
30 Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the  
31 concerns of the County, which may include required submittal of revised certified monitoring reports or  
32 additional supporting documentation.

33 (b) Liquidated Damages: It is mutually understood and agreed that the  
34 Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result  
35 in damages being sustained by the County. It is also understood and agreed that the nature and amount of  
36 the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are

1 the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the  
2 liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the  
3 event that a certified monitoring report is deficient, including but not limited to being late, inaccurate,  
4 incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor  
5 liquidated damages in the amount of \$100 per monitoring report for each day until the County has been  
6 provided with a properly prepared, complete and certified monitoring report. The County may deduct any  
7 assessed liquidated damages from any payments otherwise due the Contractor.

8 (c) Termination: The Contractor's continued failure to submit accurate,  
9 complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In  
10 the event of such material breach, the County may, in its sole discretion, terminate the Contract.

11 (2) Remedies for Payment of Less Than the Required Living Wage: If the Contractor  
12 fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a  
13 breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or  
14 all of the following rights/remedies:

15 (a) Withholding Payment: If the Contractor fails to pay one or more of its  
16 Employees at least the applicable hourly living wage rate, the County may withhold from any payment  
17 otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was  
18 required to pay its Employees for a given pay period and the amount actually paid to the employees for that  
19 pay period. The County may withhold said amount until the Contractor has satisfied the County that any  
20 underpayment has been cured, which may include required submittal of revised certified monitoring reports or  
21 additional supporting documentation.

22 (b) Liquidated Damages: It is mutually understood and agreed that the  
23 Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in  
24 damages being sustained by the County. It is also understood and agreed that the nature and amount of the  
25 damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the  
26 nearest and most exact measure of damages for such breach that can be fixed at this time; and that the  
27 liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is  
28 agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50  
29 per Employee per day for each and every instance of an underpayment to an Employee. The County may  
30 deduct any assessed liquidated damages from any payments otherwise due the Contractor.

31 (c) Termination: The Contractor's continued failure to pay any of its Employees  
32 the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such  
33 material breach, the County may, in its sole discretion, terminate the Contract.

34 (3) Debarment: In the event the Contractor breaches a requirement of this Sub-  
35 paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts  
36 for a period of time consistent with the seriousness of the breach, not to exceed three years.



1 H. Use of Full-Time Employees: The Contractor shall assign and use full-time Employees of the  
2 Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of  
3 the County that it is necessary to use non-full-time Employees based on staffing efficiency or County  
4 requirements for the work to be performed under the Contract. It is understood and agreed that the  
5 Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the  
6 Contract unless and until the County has provided written authorization for the use of same. The Contractor  
7 submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee  
8 staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9 I. Contractor Retaliation Prohibited: The Contractor and/or its Employees shall not take any  
10 adverse action which would result in the loss of any benefit of employment, any contract benefit, or any  
11 statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program  
12 to the County or to any other public or private agency, entity or person. A violation of the provisions of this  
13 Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the  
14 County may, in its sole discretion, terminate the Contract.

15 J. Contractor Standards: During the term of the Contract, the Contractor shall maintain  
16 business stability, integrity in employee relations and the financial ability to pay a living wage to its employees.  
17 If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the  
18 Contractor is complying with this requirement.

19 K. Employee Retention Rights:

20 *(Note: This Sub-paragraph applies only if the contract involves the provision of services that*  
21 *were previously provided by a Contractor under a predecessor Proposition A contract or a predecessor*  
22 *cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.)*

23 (1) Contractor shall offer employment to all retention employees who are qualified for  
24 such jobs. A "retention employee" is an individual:

25 (a) Who is not an exempt employee under the minimum wage and maximum  
26 hour exemptions defined in the federal Fair Labor Standards Act; and

27 (b) Who has been employed by a Contractor under a predecessor Proposition A  
28 contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of  
29 this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

30 (c) Who is or will be terminated from his or her employment as a result of the  
31 County entering into this new contract.

32 (2) Contractor is not required to hire a retention employee who:

33 (a) Has been convicted of a crime related to the job or his or her performance;

34 or

35 (b) Fails to meet any other County requirement for employees of a Contractor.

36 (3) Contractor shall not terminate a retention employee for the first 90 days of

1 employment under the contract, except for cause. Thereafter, Contractor may retain a retention employee on  
2 the same terms and conditions as Contractor's other employees.

3 L. Neutrality in Labor Relations: The Contractor shall not use any consideration received under  
4 the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the  
5 Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of  
6 good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide  
7 collective bargaining Contract, or which would otherwise be permitted under the provisions of the National  
8 Labor Relations Act.

9 59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
10 EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby  
11 acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are  
12 suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or  
13 excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that  
14 neither it nor any of its owners, officers, partners, directors or other principals is currently suspended,  
15 debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this  
16 Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner,  
17 officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or  
18 excluded from securing federally funded contracts. Contractor shall immediately notify County in writing,  
19 during the term of this Agreement, should it or any of its subcontractors or any principals of either be  
20 suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to  
21 comply with this provision shall constitute a material breach of this Agreement upon which the County may  
22 immediately terminate or suspend this Agreement.

23 60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and  
24 Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The  
25 "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By  
26 requiring Contractors to complete the certification in Attachment IX, the County seeks to ensure that all County  
27 contractors which receive or raise charitable contributions comply with California law in order to protect the  
28 County and its taxpayers. A Contractor which receives or raises charitable contributions without complying  
29 with its obligations under California law commits a material breach subjecting it to either contract termination  
30 or debarment proceedings or both. (County Code Chapter 2.202)

31 /

32 /

33 /

34 /

35 /

36 /

1 61. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in  
2 writing and shall be delivered with signed receipt or mailed by first class, registered or certified mail, postage  
3 pre-paid, addressed to the parties at the following addresses and to the attention of the persons named.  
4 Director shall have the authority to execute all notices or demands which are required or permitted by County  
5 under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten  
6 (10) days prior written notice thereof to the other party.

7 For the County, please use the following contact information:

8 County of Los Angeles - Department of Mental Health  
9 Contracts Development and Administration Division  
10 550 South Vermont Ave., 5th Floor  
11 Los Angeles, CA 90020  
12 Attention: Chief of Contracts

13 For the Contractor, please use the following contact information:

14 Tessie Cleveland Community Services Corporation  
15 8019 South Compton Avenue  
16 Los Angeles, CA 90015  
17 Moses Chadwick, Executive Director/Clinical Director

18 /  
19 /  
20 /  
21 /  
22 /  
23 /  
24 /  
25 /  
26 /  
27 /  
28 /  
29 /  
30 /  
31 /  
32 /  
33 /  
34 /  
35 /  
36 /

1 IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this  
2 Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has  
3 caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year  
4 first above written.

5  
6  
7  
8 COUNTY OF LOS ANGELES  
9

10  
11 By \_\_\_\_\_  
12 MARVIN J. SOUTHARD, D.S.W.  
13 Director of Mental Health  
14

15  
16  
17  
18 Tessis Cleveland Community Services Corporation  
19 CONTRACTOR  
20

21 By \_\_\_\_\_  
22

23 Name Moses Chadwick  
24

25 Title Executive Director/Clinical Director  
26 (AFFIX CORPORATE SEAL HERE)  
27  
28  
29  
30

31  
32 APPROVED AS TO FORM  
33 OFFICE OF THE COUNTY COUNSEL  
34

35  
36 APPROVED AS TO CONTRACT  
37 ADMINISTRATION:  
38

39 DEPARTMENT OF MENTAL HEALTH  
40

41  
42 By \_\_\_\_\_  
43 Chief, Contracts Development  
44 and Administration Division  
45  
46  
47  
48

49  
50 CK LegalEntityFile:NRTIT20C.IVA.LE06-07 revised 05/30/06)  
51

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT I**

**DEFINITIONS**

The following terms, as used in this Agreement, shall have the following meanings:

- A. "CCR" means the California Code of Regulations;
- B. "CGF" means County General Funds;
- C. "CalWORKs" means California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both Federal and State funds;
- D. "Cash Flow Advance" means County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor's rendering and billing of eligible services/activities;
- E. "Cost Reimbursement" or "CR" means the arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Agreement, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services;
- F. "CPT" means Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication;
- G. "CR/DC Manual" means SDMH's Cost Reporting/Data Collection Manual;
- H. "Day(s)" means calendar day(s) unless otherwise specified;
- I. "DCFS" means County Department of Children and Family Services;
- J. "Director" means County's Director of Mental Health or his authorized designee;
- K. "DMH" means County's Department of Mental Health;
- L. "DPSS" means County's Department of Public Social Services;
- M. "EOB" means 'Explanation of Balance' for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and 'Explanation of Benefits' for Medicare which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data;
- N. "EPSDT" means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program;
- O. "Established Maximum Allowable Rate" means the Short-Doyle/Medi-Cal maximum reimbursement for a specific SFC unit as established by SDMH;
- P. "FFP" means Federal Financial Participation for Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;

## DEFINITIONS CONTINUED

- Q. "Fiscal Intermediary" means County acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities;
- R. "Fiscal Year" means County's Fiscal Year which commences July 1 and ends the following June 30;
- S. "Gross Program Budget" is the sum total of the Net Program Budget and all "Third Party Revenues" shown in the Financial Summary;
- T. "GROW" means General Relief Opportunities for Work;
- U. "Healthy Families" ("HF") means the federally subsidized health insurance program administered by the State of California for the provision of comprehensive health services (including medical, dental and vision care) to children ages birth through 19th birthday from low income families;
- V. "Healthy Families Procedures Manual" ("HF Procedures Manual") means DMH's Healthy Families Procedures Manual for providers. The HF Procedure Manual contains the formal requirements, policies and procedures governing Healthy Families and is incorporated into this Agreement by reference. Contractor hereby acknowledges receipt of the HF Procedures Manual upon execution of this Agreement;
- W. "IMD" means Institutions for Mental Disease. Hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services;
- X. "IS" means DMH's Integrated System;
- Y. "Legal Entity" means the legal organization structure under California law;
- Z. "Master Agreement List" means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the RFSQ, and who have an executed Master Agreement;
- AA. MHMIS means DMH's Mental Health Management Information System which is the Legacy clinical information and billing system;
- BB. "Maximum Contract Amount" is the sum total of all "Allocations" shown in the Financial Summary; except that the "Maximum Contract Amount" shall not include "Third Party Revenue" shown in the Financial Summary;
- CC. "Mental Health Services Act (MHSA)", adopted by the California electorate on November 2, 2004 creates a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health

## DEFINITIONS CONTINUED

- services provided by State and County agencies and requires the development of integrated plans for prevention, innovation, and system of care services;
- DD. "Member" or Title XXI Healthy Families Program Member ("HFPM") means an enrollee in any Healthy Families Health Plan through Healthy Families;
- EE. "MHRC" means Mental Health Rehabilitation Centers certified by the State Department of Mental Health;
- FF. "MRMIB" means the State of California Managed Risk Medical Insurance Board, the administrator of Healthy Families for the State of California;
- GG. "Negotiated Rate" or "NR" means the total amount of reimbursement, including all revenue, interest and return, which is allowable for delivery of a SFC unit as defined by Director and which is shown on the Financial Summary. An NR is the gross rate of reimbursement which is generally determined by dividing Contractor's gross program cost of delivering a particular SFC by the number of such SFC units to be delivered. All fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same service shall be deducted from the cost of providing the mental health services covered by the Negotiated Rate. A portion of the State-approved NR, which in some cases may be higher than the contracted NR, may be retained by County as County's share of reimbursement from SDMH;
- HH. "Program Budget" is equal to the Maximum Contract Amount which is the sum total of all "Allocations" and "Pass Through" amounts shown in the Financial Summary. Unless otherwise provided in this Agreement, or separately agreed to in writing between the parties, it is the intent of the parties that the Net Program Budget shall be equal to the Maximum Contract Amount;
- II. "Organizational Provider's Manual" is the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services;
- JJ. "PATH" means Projects for Assistance in Transition from Homelessness Federal grant funds;
- KK. "PHF" means a Psychiatric Health Facility. A health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons. This care shall include, but not be limited to, the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings;

## DEFINITIONS CONTINUED

- LL. "Request for Services (RFS)" is a second solicitation process to Contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed;
- MM. "Request for Statement of Qualifications (RFSQ)" means a solicitation based on establishing a pool of qualified vendors/contractors to provide services through a Master Agreement;
- NN. "SAMHSA" means Substance Abuse and Mental Health Services Administration Federal block grant funds;
- OO. "SDHS" means State Department of Health Services;
- PP. "SDMH" means State Department of Mental Health;
- QQ. "SDSS" means State Department of Social Services;
- RR. "SFC" means Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity;
- SS. "SNF-STP" mean Skilled Nursing Facility licensed by the State Department of Health Services, with an added Special Treatment Program certified by the State Department of Mental Health;
- TT. "State" means the State of California;
- UU. Statement of Qualifications (SOQ)" means a contractor's response to an RFSQ;
- VV. "Statement of Work (SOW)" means a written description of services desired by County for a specific Work Order;
- WW. "Title IV" means Title IV of the Social Security Act, 42 United States Code Section 601 et seq.;
- XX. "Title XIX" means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
- YY. "Title XXI" means Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.;
- ZZ. "UMDAP" means SDMH's Uniform Method of Determining Ability to Pay; and
- AAA. "WIC" means the California Welfare and Institutions Code.



Contractor Name: Tessie Cleveland Community Services Corporation  
 Legal Entity Number: TBA  
 Agreement Period: December 1, 2006 to June 30, 2010  
 Fiscal Year: 2006-2007

DMH Legal Entity Agreement  
 Attachment II Page 1 of 2  
 The Financial Summary -  
 Amendment No. \_\_\_\_\_

COLUMNS		1	2	3	Sum of 2 + 3 + 4 + 5 + 6 = 1	
DESCRIPTION	MAXIMUM CONTRACT ALLOCATION TOTALS	LOCAL MHP NON MEDI-CAL	DCFS STOP SGF 70% County Local 30%	MAA and NON-EPSDT MEDI-CAL PROGRAMS FFP 50% County Local 50%	EPSDT MEDI-CAL PROGRAM FFP 50% SGF - EPSDT 40.87% County Local 9.13%	HEALTHY FAMILIES FFP 65% County Local 35%
			Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)		
<b>A. Contractual Limitation By Responsible Financial Party:</b>						
CGF*	\$ 320,629	\$ 14,583	-	13,300	292,746	-
CGF - Psychiatric Emergency Services (PES)	-	-	-	-	-	-
SAMHSA	-	-	-	-	-	-
SAMHSA - Child Mental Health Initiative	-	-	-	-	-	-
SAMHSA - Targeted Capacity Expansion	-	-	-	-	-	-
PATH	-	-	-	-	-	-
CalWORKs - Flex Fund	-	-	-	-	-	-
CalWORKs - Mental Health Services (MHS)	-	-	-	-	-	-
CalWORKs - Community Outreach Services (COS)	-	-	-	-	-	-
CalWORKs - Families Project - Client Support Services	-	-	-	-	-	-
CalWORKs - Families Project - MHS & Targeted Case Management	-	-	-	-	-	-
CalWORKs - Families Project - COS	-	-	-	-	-	-
DPSS - GROW	-	-	-	-	-	-
DCFS AB 2994	-	-	-	-	-	-
DCFS Family Preservation	-	-	-	-	-	-
DCFS Star View Life Support PHF	-	-	-	-	-	-
DCFS Independent Living	-	-	-	-	-	-
DCFS STOP (70%)	-	-	-	-	-	-
DCFS Medical Hubs	-	-	-	-	-	-
DCFS Basic MH Services Enhanced Specialized Foster Care	-	-	-	-	-	-
DCFS Intensive In-Home Enhanced Specialized Foster Care	-	-	-	-	-	-
Schiff-Cardenas - M.H. Screening, Assessment, and Treatment (MHSAT)	-	-	-	-	-	-
Schiff-Cardenas - Multi-Systemic Therapy Program (MST)	-	-	-	-	-	-
AB 34/AB 2034	-	-	-	-	-	-
ADPA AB 34/AB 2034 Housing	-	-	-	-	-	-
DHS-OAPP HIV/AIDS	-	-	-	-	-	-
DHS Dual Diagnosis	-	-	-	-	-	-
DHS Social Model Recovery	-	-	-	-	-	-
DHS LAMP	-	-	-	-	-	-
HIV AIDS	-	-	-	-	-	-
IDEA (AB 3632 - SEP)	-	-	-	-	-	-
SB 90 (AB 3632 - SEP)	-	-	-	-	-	-
Mental Health Services Act (MHSA)	-	-	-	-	-	-
Mental Health Services Act (MHSA) - Full Service Partnership	-	-	-	-	-	-
Mental Health Services Act (MHSA) - AB 2034 Services	-	-	-	-	-	-
Medi-Cal, Healthy Families, or MAA FFP	1,616,508	-	-	13,300	1,603,208	-
SGF - EPSDT	1,310,462	-	-	-	1,310,462	-
<b>Maximum Contract Amount (A)</b>	<b>\$ 3,247,599</b>	<b>14,583</b>		<b>\$ 26,600</b>	<b>3,206,416</b>	
				0.50	0.50	
<b>B. Third Party:</b>						
Medicare	-	-	-	-	-	-
Patient Fees	-	-	-	-	-	-
Insurance	-	-	-	-	-	-
Other	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Total Third Party (B)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>GROSS PROGRAM BUDGET (A+B)</b>	<b>\$ 3,247,599</b>	<b>14,583</b>		<b>26,600</b>	<b>3,206,416</b>	

**Footnote**

\* The Department is developing the parameters for authorizing the shift of CGF among the various programs identified in columns 2, 3, 4, 5, and 6. These parameters will be incorporated by a separate contract amendment during the year.

\*\* These Local Funds are restricted in compliance with specific statutory, regulatory, and contractual requirements and obligations that are conditions for Medi-Cal reimbursement of Short-Doyle Medi-Cal claims. California Code of Regulations Title 9, Division 1, Chapter 11, Subchapter 4, Article 1, paragraph 1840.112 MHP Claims Certification and Program Integrity and Federal Code of Regulations, Title 42, Section 438.608.

Contractor Name: Tessie Cleveland Community Services Corporation  
Legal Entity No.: TBA  
Agreement Period: December 1, 2006 to June 30, 2010  
Fiscal Year: 2006-2007

DMH Legal Entity Agreement  
Page 2 of 2  
The Rate Summary  
Amendment No.

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb. CR	Provider Numbers
<b>A. 24 - HOUR SERVICES:</b>						
Hospital Inpatient		05	10 - 18			
Hospital Administrative Day		05	19			
Psychiatric Health Facility (PHF)		05	20 - 29			
SNF Intensive		05	30 - 34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35			
	Beds 60 & over	05	35			
Patch for IMD		05	36 - 39			
Mentally Ill Offenders	Regular	05	36 - 39			
	Indigent	05	36 - 39			
MD - Like		05	36 - 39			
MD (w/Patch) Sub-Acute (60 days)		05	38			
Adult Crisis Residential		05	40 - 49			
Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
Semi - Supervised Living		05	80 - 84			
Independent Living		05	85 - 89			
VH Rehab Centers		05	90 - 94			
<b>B. DAY SERVICES:</b>						
Vocational Services		10	30 - 39			
Socialization		10	40 - 49			
SNF Augmentation		10	60 - 69			
Day Treatment Intensive: Half Day		10	81 - 84			
Day Treatment Intensive: Full Day		10	85 - 89		\$189.33	7604
Day Rehabilitative: Half Day		10	91 - 94			
Day Rehabilitative: Full Day		10	95 - 99			
<b>C. OUTPATIENT SERVICES:</b>						
Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09	\$1.92		7604
Mental Health Services		15	10 - 19/ 30 - 59	\$2.48		7604
Therapeutic Behavioral Services (TBS)		15	58	\$2.48		7604
Medication Support		15	60 - 69	\$4.59		7604
Crisis Intervention		15	70 - 79	\$3.69		7604
<b>D. OUTREACH SERVICES:</b>						
Mental Health Promotion		45	10 - 19		\$68.07	7604
Community Client Services		45	20 - 29			
<b>E. SUPPORT SERVICES:</b>						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Client Supportive Services (Cost Reimbursement)		60	64			
<b>F. Medi-Cal Administrative Activities (MAA):</b>						
MAA		55	01 - 35			

Contractor Name: Tessie Cleveland Community Services Corporation  
Legal Entity Number: TBA  
Agreement Period: December 1, 2006 to June 30, 2010  
Fiscal Year: 2007-2008

DMH Legal Entity Agreement  
Attachment II Page 1 of 2  
The Financial Summary -  
Amendment No. \_\_\_\_\_

COLUMNS		Sum of 2 + 3 + 4 + 5+ 6 = 1					
DESCRIPTION		1 MAXIMUM CONTRACT ALLOCATION TOTALS	2 LOCAL MHP NON MEDI-CAL	3 DCFS STOP  SGF 70% County Local 30%	4 MAA and NON-EPSDT MEDI-CAL PROGRAMS FFP 50% County Local 50%	5 EPSDT MEDI-CAL PROGRAM FFP 50% SGF - EPSDT 40.87% County Local 9.13%	6 HEALTHY FAMILIES FFP 65% County Local 35%
				Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)		
<b>A. Contractual Limitation By Responsible Financial Party:</b>							
CGF*		\$ 549,640	\$ 25,000	-	22,800	501,840	-
CGF - Psychiatric Emergency Services (PES)		-					
SAMHSA		-					
SAMHSA - Child Mental Health Initiative		-					
SAMHSA - Targeted Capacity Expansion		-					
PATH		-					
CalWORKs - Flex Fund		-					
CalWORKs - Mental Health Services (MHS)		-					
CalWORKs - Community Outreach Services (COS)		-					
CalWORKs - Families Project - Client Support Services		-					
CalWORKs - Families Project - MHS & Targeted Case Management		-					
CalWORKs - Families Project - COS		-					
DPSS - GROW		-					
DCFS AB 2994		-					
DCFS Family Preservation		-					
DCFS Star View Life Support PHF		-					
DCFS Independent Living		-					
DCFS STOP (70%)		-					
DCFS Medical Hubs		-					
DCFS Basic MH Services Enhanced Specialized Foster Care		-					
DCFS Intensive In-Home Enhanced Specialized Foster Care		-					
Schiff-Cardenas - M.H. Screening, Assessment, and Treatment (MHSAT)		-					
Schiff-Cardenas - Multi-Systemic Therapy Program (MST)		-					
AB 34/AB 2034		-					
ADPA AB 34/AB 2034 Housing		-					
DHS-OAPP HIV/AIDS		-					
DHS Dual Diagnosis		-					
DHS Social Model Recovery		-					
DHS LAMP		-					
HIV AIDS		-					
IDEA (AB 3632 - SEP)		-					
SB 90 (AB 3632 - SEP)		-					
Mental Health Services Act (MHSA)		-					
Mental Health Services Act (MHSA) - Full Service Partnership		-					
Mental Health Services Act (MHSA) - AB 2034 Services		-					
Medi-Cal, Healthy Families, or MAA FFP		2,771,100			22,800	2,748,300	-
SGF - EPSDT		2,246,460				2,246,460	
<b>Maximum Contract Amount (A)</b>		<b>\$ 5,567,200</b>	<b>25,000</b>		<b>\$ 45,600</b>	<b>5,496,600</b>	
					0.50	0.50	
<b>B. Third Party:</b>							
Medicare		-					
Patient Fees		-					
Insurance		-					
Other		-					
		-					
		-					
<b>Total Third Party (B)</b>					-	-	-
<b>GROSS PROGRAM BUDGET (A+B)</b>		<b>\$ 5,567,200</b>	<b>25,000</b>		<b>45,600</b>	<b>5,496,600</b>	

**Footnote**  
\* The Department is developing the parameters for authorizing the shift of CGF among the various programs identified in columns 2, 3, 4, 5, and 6. These parameters will be incorporated by a separate contract amendment during the year.  
  
\*\* These Local Funds are restricted in compliance with specific statutory, regulatory, and contractual requirements and obligations that are conditions for Medi-Cal reimbursement of Short-Doyle Medi-Cal claims. California Code of Regulations Title 9, Division 1, Chapter 11, Subchapter 4, Article 1, paragraph 1840.112 MHP Claims Certification and Program Integrity and Federal Code of Regulations, Title 42, Section 438.608.

Contractor Name: Tessie Cleveland Community Services Corporation  
 Legal Entity No.: TBA  
 Agreement Period: December 1, 2006 to June 30, 2010  
 Fiscal Year: 2007-2008

DMH Legal Entity Agreement  
 Page 2 of 2  
 The Rate Summary  
 Amendment No.

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb. CR	Provider Numbers
<b>A. 24 - HOUR SERVICES:</b>						
Hospital Inpatient		05	10 - 18			
Hospital Administrative Day		05	19			
Psychiatric Health Facility (PHF)		05	20 - 29			
SNF Intensive		05	30 - 34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35			
	Beds 60 & over	05	35			
Patch for IMD		05	36 - 39			
Mentally Ill Offenders	Regular	05	36 - 39			
	Indigent	05	36 - 39			
MD - Like		05	36 - 39			
MD (w/Patch) Sub-Acute (60 days)		05	38			
Adult Crisis Residential		05	40 - 49			
Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
Semi - Supervised Living		05	80 - 84			
Independent Living		05	85 - 89			
MH Rehab Centers		05	90 - 94			
<b>B. DAY SERVICES:</b>						
Vocational Services		10	30 - 39			
Socialization		10	40 - 49			
SNF Augmentation		10	60 - 69			
Day Treatment Intensive: Half Day		10	81 - 84			
Day Treatment Intensive: Full Day		10	85 - 89		\$189.33	7604
Day Rehabilitative: Half Day		10	91 - 94			
Day Rehabilitative: Full Day		10	95 - 99			
<b>C. OUTPATIENT SERVICES:</b>						
Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09	\$1.92		7604
Mental Health Services		15	10 - 19/ 30 - 59	\$2.48		7604
Therapeutic Behavioral Services (TBS)		15	58	\$2.48		7604
Medication Support		15	60 - 69	\$4.59		7604
Crisis Intervention		15	70 - 79	\$3.69		7604
<b>D. OUTREACH SERVICES:</b>						
Mental Health Promotion		45	10 - 19		\$68.07	7604
Community Client Services		45	20 - 29			
<b>E. SUPPORT SERVICES:</b>						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Client Supportive Services (Cost Reimbursement)		60	64			
<b>F. Medi-Cal Administrative Activities (MAA):</b>						
MAA		55	01 - 35			

Contractor Name: Tessie Cleveland Community Services Corporation  
Legal Entity Number: TBA  
Agreement Period: December 1, 2006 to June 30, 2010  
Fiscal Year: 2008-2009

DMH Legal Entity Agreement  
Attachment II Page 1 of 2  
The Financial Summary -  
Amendment No. \_\_\_\_\_

COLUMNS		Sum of 2 + 3 + 4 + 5+ 6 = 1				
DESCRIPTION	1 MAXIMUM CONTRACT ALLOCATION TOTALS	2 LOCAL MHP NON MEDI-CAL	3 DCFS STOP  SGF 70% County Local 30%  Categorical Restricted CGF	4 MAA and NON-EPSDT MEDI-CAL PROGRAMS FFP 50% County Local 50%	5 EPSDT MEDI-CAL PROGRAM FFP 50% SGF - EPSDT 40.87% County Local 9.13%	6 HEALTHY FAMILIES FFP 65% County Local 35%
			Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)			
<b>A. Contractual Limitation By Responsible Financial Party:</b>						
CGF*	\$ 549,640	\$ 25,000	-	22,800	501,840	-
CGF - Psychiatric Emergency Services (PES)	-					
SAMHSA	-					
SAMHSA - Child Mental Health Initiative	-					
SAMHSA - Targeted Capacity Expansion	-					
PATH	-					
CalWORKs - Flex Fund	-					
CalWORKs - Mental Health Services (MHS)	-					
CalWORKs - Community Outreach Services (COS)	-					
CalWORKs - Families Project - Client Support Services	-					
CalWORKs - Families Project - MHS & Targeted Case Management	-					
CalWORKs - Families Project - COS	-					
DPSS - GROW	-					
DCFS AB 2994	-					
DCFS Family Preservation	-					
DCFS Star View Life Support PHF	-					
DCFS Independent Living	-					
DCFS STOP (70%)	-					
DCFS Medical Hubs	-					
DCFS Basic MH Services Enhanced Specialized Foster Care						
DCFS Intensive In-Home Enhanced Specialized Foster Care						
Schiff-Cardenas - M.H. Screening, Assessment, and Treatment (MHSAT)	-					
Schiff-Cardenas - Multi-Systemic Therapy Program (MST)	-					
AB 34/AB 2034	-					
ADPA AB 34/AB 2034 Housing	-					
DHS-OAPP HIV/AIDS	-					
DHS Dual Diagnosis	-					
DHS Social Model Recovery						
DHS LAMP						
HIV AIDS						
IDEA (AB 3632 - SEP)						
SB 90 (AB 3632 - SEP)	-					
Mental Health Services Act (MHSA)	-					
Mental Health Services Act (MHSA) - Full Service Partnership	-					
Mental Health Services Act (MHSA) - AB 2034 Services						
Medi-Cal, Healthy Families, or MAA FFP	2,771,100			22,800	2,748,300	-
SGF - EPSDT	2,246,460				2,246,460	
<b>Maximum Contract Amount (A)</b>	<b>\$ 5,567,200</b>	<b>25,000</b>		<b>\$ 45,600</b>	<b>5,496,600</b>	
			0.50		0.50	
<b>B. Third Party:</b>						
Medicare	-					
Patient Fees	-					
Insurance	-					
Other	-					
	-					
<b>Total Third Party (B)</b>	-	-		-	-	-
<b>GROSS PROGRAM BUDGET (A+B)</b>	<b>\$ 5,567,200</b>	<b>25,000</b>		<b>45,600</b>	<b>5,496,600</b>	

Footnote

\* The Department is developing the parameters for authorizing the shift of CGF among the various programs identified in columns 2, 3, 4, 5, and 6. These parameters will be incorporated by a separate contract amendment during the year.

\*\* These Local Funds are restricted in compliance with specific statutory, regulatory, and contractual requirements and obligations that are conditions for Medi-Cal reimbursement of Short-Doyle Medi-Cal claims. California Code of Regulations Title 9, Division 1, Chapter 11, Subchapter 4, Article 1, paragraph 1840.112 MHP Claims Certification and Program Integrity and Federal Code of Regulations, Title 42, Section 438.608.

Contractor Name: Tessie Cleveland Community Services Corporation  
 Legal Entity No.: TBA  
 Agreement Period: December 1, 2006 to June 30, 2010  
 Fiscal Year: 2008-2009

DMH Legal Entity Agreement  
 Page 2 of 2  
 The Rate Summary  
 Amendment No.

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb. CR	Provider Numbers
<b>C. 24 - HOUR SERVICES:</b>						
Hospital Inpatient		05	10 - 18			
Hospital Administrative Day		05	19			
Psychiatric Health Facility (PHF)		05	20 - 29			
INF Intensive		05	30 - 34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35			
	Beds 60 & over	05	35			
Patch for IMD		05	36 - 39			
Mentally Ill Offenders	Regular	05	36 - 39			
	Indigent	05	36 - 39			
VD - Like		05	36 - 39			
VD (w/Patch) Sub-Acute (60 days)		05	38			
Adult Crisis Residential		05	40 - 49			
Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
Semi - Supervised Living		05	80 - 84			
Independent Living		05	85 - 89			
MH Rehab Centers		05	90 - 94			
<b>D. DAY SERVICES:</b>						
Vocational Services		10	30 - 39			
Socialization		10	40 - 49			
INF Augmentation		10	60 - 69			
Day Treatment Intensive: Half Day		10	81 - 84			
Day Treatment Intensive: Full Day		10	85 - 89		\$189.33	7604
Day Rehabilitative: Half Day		10	91 - 94			
Day Rehabilitative: Full Day		10	95 - 99			
<b>E. OUTPATIENT SERVICES:</b>						
Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09	\$1.92		7604
Mental Health Services		15	10 - 19/ 30 - 59	\$2.48		7604
Therapeutic Behavioral Services (TBS)		15	58	\$2.48		7604
Medication Support		15	60 - 69	\$4.59		7604
Crisis Intervention		15	70 - 79	\$3.69		7604
<b>F. OUTREACH SERVICES:</b>						
Mental Health Promotion		45	10 - 19		\$68.07	7604
Community Client Services		45	20 - 29			
<b>G. SUPPORT SERVICES:</b>						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Client Supportive Services (Cost Reimbursement)		60	64			
<b>H. Medi-Cal Administrative Activities (MAA):</b>						
MAA		55	01 - 35			

Contractor Name: Tessie Cleveland Community Services Corporation  
Legal Entity Number: TBA  
Agreement Period: December 1, 2006 to June 30, 2010  
Fiscal Year: 2009-2010

DMH Legal Entity Agreement  
Attachment II Page 1 of 2  
The Financial Summary -  
Amendment No. \_\_\_\_\_

COLUMNS		Sum of 2 + 3 + 4 + 5+ 6 = 1				
DESCRIPTION	1	2	3	4	5	6
	MAXIMUM CONTRACT ALLOCATION TOTALS	LOCAL MHP NON MEDI-CAL	DCFS STOP  SGF 70% County Local 30%	MAA and NON-EPSDT MEDI-CAL PROGRAMS FFP 50% County Local 50%	EPSDT MEDI-CAL PROGRAM FFP 50% SGF - EPSDT 40.87% County Local 9.13%	HEALTHY FAMILIES FFP 65% County Local 35%
			Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)		
<b>A. Contractual Limitation By Responsible Financial Party:</b>						
CGF*	\$ 549,640	\$ 25,000	-	22,800	501,840	-
CGF - Psychiatric Emergency Services (PES)	-					
SAMHSA	-					
SAMHSA - Child Mental Health Initiative	-					
SAMHSA - Targeted Capacity Expansion	-					
PATH	-					
CalWORKs - Flex Fund	-					
CalWORKs - Mental Health Services (MHS)	-					
CalWORKs - Community Outreach Services (COS)	-					
CalWORKs - Families Project - Client Support Services	-					
CalWORKs - Families Project - MHS & Targeted Case Management	-					
CalWORKs - Families Project - COS	-					
DPSS - GROW	-					
DCFS AB 2994	-					
DCFS Family Preservation	-					
DCFS Star View Life Support PHF	-					
DCFS Independent Living	-					
DCFS STOP (70%)	-		-			
DCFS Medical Hubs	-					
DCFS Basic MH Services Enhanced Specialized Foster Care	-					
DCFS Intensive In-Home Enhanced Specialized Foster Care	-					
Schiff-Cardenas - M.H. Screening, Assessment, and Treatment (MHSAT)	-					
Schiff-Cardenas - Multi-Systemic Therapy Program (MST)	-					
AB 34/AB 2034	-					
ADPA AB 34/AB 2034 Housing	-					
DHS-OAPP HIV/AIDS	-					
DHS Dual Diagnosis	-					
DHS Social Model Recovery	-					
DHS LAMP	-					
HIV AIDS	-					
IDEA (AB 3632 - SEP)	-					
SB 90 (AB 3632 - SEP)	-					
Mental Health Services Act (MHSA)	-					
Mental Health Services Act (MHSA) - Full Service Partnership	-					
Mental Health Services Act (MHSA) - AB 2034 Services	-					
Medi-Cal, Healthy Families, or MAA FFP	2,771,100			22,800	2,748,300	-
SGF - EPSDT	2,246,460				2,246,460	
<b>Maximum Contract Amount (A)</b>	<b>\$ 5,567,200</b>	<b>25,000</b>		<b>\$ 45,600</b>	<b>5,496,600</b>	
				0.50	0.50	
<b>B. Third Party:</b>						
Medicare	-					
Patient Fees	-					
Insurance	-					
Other	-					
	-					
	-					
<b>Total Third Party (B)</b>		-		-	-	-
<b>GROSS PROGRAM BUDGET (A+B)</b>	<b>\$ 5,567,200</b>	<b>25,000</b>		<b>45,600</b>	<b>5,496,600</b>	

Footnote

\* The Department is developing the parameters for authorizing the shift of CGF among the various programs identified in columns 2, 3, 4, 5, and 6. These parameters will be incorporated by a separate contract amendment during the year.

\*\* These Local Funds are restricted in compliance with specific statutory, regulatory, and contractual requirements and obligations that are conditions for Medi-Cal reimbursement of Short-Doyle Medi-Cal claims. California Code of Regulations Title 9, Division 1, Chapter 11, Subchapter 4, Article 1, paragraph 1840.112 MHP Claims Certification and Program Integrity and Federal Code of Regulations, Title 42, Section 438.608.



Contractor Name: Tessie Cleveland Community Services Corporation  
 Legal Entity No.: TBA  
 Agreement Period: December 1, 2006 to June 30, 2010  
 Fiscal Year: 2009-2010

DMH Legal Entity Agreement  
 Page 2 of 2  
 The Rate Summary  
 Amendment No.

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb. CR	Provider Numbers
<b>24 - HOUR SERVICES:</b>						
Hospital Inpatient		05	10 - 18			
Hospital Administrative Day		05	19			
Psychiatric Health Facility (PHF)		05	20 - 29			
NF Intensive		05	30 - 34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35			
	Beds 60 & over	05	35			
Patch for IMD		05	36 - 39			
Mentally Ill Offenders	Regular	05	36 - 39			
	Indigent	05	36 - 39			
ID - Like		05	36 - 39			
ID (w/Patch) Sub-Acute (60 days)		05	38			
Adult Crisis Residential		05	40 - 49			
Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
Semi - Supervised Living		05	80 - 84			
Independent Living		05	85 - 89			
IH Rehab Centers		05	90 - 94			
<b>DAY SERVICES:</b>						
Vocational Services		10	30 - 39			
Socialization		10	40 - 49			
NF Augmentation		10	60 - 69			
Day Treatment Intensive: Half Day		10	81 - 84			
Day Treatment Intensive: Full Day		10	85 - 89		\$189.33	7604
Day Rehabilitative: Half Day		10	91 - 94			
Day Rehabilitative: Full Day		10	95 - 99			
<b>OUTPATIENT SERVICES:</b>						
Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09	\$1.92		7604
Mental Health Services		15	10 - 19/ 30 - 59	\$2.48		7604
Therapeutic Behavioral Services (TBS)		15	58	\$2.48		7604
Medication Support		15	60 - 69	\$4.59		7604
Crisis Intervention		15	70 - 79	\$3.69		7604
<b>OUTREACH SERVICES:</b>						
Mental Health Promotion		45	10 - 19		\$68.07	7604
Community Client Services		45	20 - 29			
<b>SUPPORT SERVICES:</b>						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Client Supportive Services (Cost Reimbursement)		60	84			
<b>Medi-Cal Administrative Activities (MAA):</b>						
MAA		55	01 - 35			



**Service Delivery Site Exhibit**

**LEGAL ENTITY NO.:** \_\_\_\_\_

[illegible]

Homeless (H)  
Managed Care (MC)

**DMH Legal Entity Agreement  
ATTACHMENT IV**

**SERVICE EXHIBITS**

A duplicate original of the Service Exhibit(s) will be on file in the Department of Mental Health's Contracts Development and Administration Division and is deemed incorporated herein by reference as though fully set forth, and will be made available to interested persons upon request.

<u>DESCRIPTION</u>	<u>CODES</u>
Targeted Case Management Services (Rehab. Option)	104-A 1
Short-Term Crisis Residential Services (Forensic)	201
Crisis Stabilization Services (Rehab. Option)	202-A
Vocational Services	304-A
Day Rehabilitation Services (Adult) (Rehab. Option)	308-B
Day Rehabilitation Services (Children/Adolescents) (Rehab. Option)	309-B
Day Treatment Intensive Services (Adult) (Rehab. Option)	310-B
Day Treatment Intensive Services (Children/Adolescents) (Rehab. Option)	311-B 2
Mental Health Services (Rehab. Option)	402 3
Medication Support Services (Rehab. Option)	403 4
Crisis Intervention Services (Rehab. Option)	404-A 5
Mental Health Service Treatment Patch (La Casa)	405
Therapeutic Behavioral Services	406-A 6
Outreach Services	501-A 7
Outreach Services (Suicide Prevention Services)	502-A
Intensive Skilled Nursing Facility Services	601
Mental Health Rehabilitation Centers (La Casa Mental Health Rehabilitation Center)	602
Intensive Skilled Nursing Facility Services (La Paz)	603
Intensive Skilled Nursing Facility Services Forensic Treatment	604
Skilled Nursing Facilities (Psychiatric Services)	605
Skilled Nursing Facility – Special Treatment Program Services	
(SNF-STP/Psychiatric Services)	608
Intensive Skilled Nursing Facility Services – Enhanced Treatment Program (ETP)	609
Socialization Services	701-A
Life Support Service	801
Case Management Support Services	802-A
Case Management Support Services (Forensic)	803-A
Case Management Support Services (Children & Youth)	804-A
Life Support Services (Forensic)	805
Independent Living Services	901
Local Hospital Services	902

**DMH Legal Entity Agreement  
ATTACHMENT IV**

1	<u>Semi-Supervised Living Services</u>	<u>904</u>	<u>      </u>
2	<u>Adult Residential Treatment Services (Transitional)</u>	<u>912</u>	<u>      </u>
3	<u>Adult Residential Treatment Services (Long Term)</u>	<u>913</u>	<u>      </u>
4	<u>Non-Hospital Acute Inpatient Services (La Casa PHF)</u>	<u>914</u>	<u>      </u>
5	<u>Comprehensive Adult Residential Treatment Services (Bio-Psycho-Social Services)</u>	<u>915</u>	<u>      </u>
6	<u>Assertive Community Treatment Program (ACT)</u>	<u>921</u>	<u>      </u>
7	<u>Psychiatric Inpatient Hospital Services</u>	<u>930</u>	<u>      </u>
8	<u>Primary Linkage and Coordinating Program</u>	<u>1001</u>	<u>      </u>
9	<u>AB 34 Housing and Personal/Incidental Services</u>	<u>1002</u>	<u>      </u>
10	<u>Service Provisions (Organizational Provider Only)</u>	<u>1003</u>	<u>      </u>
11	<u>Consumer Run/Employment Program</u>	<u>1005</u>	<u>      </u>
12	<u>AB 2034 State Demonstration Program (Housing Expenses)</u>	<u>1008</u>	<u>      </u>
13	<u>AB 2034 State Demonstration Program (Personal and Incidental Expenses)</u>	<u>1009</u>	<u>      </u>
14	<u>Client Supportive Services <i>(Includes Attachment A (Reimbursement Procedures)</i></u>	<u>1010-A</u>	<u>      </u>
15	<u><i>and Attachment B (Monthly Claim for Cost Reimbursement))</i></u>		
16	<u>Mental Health 24-Hour Services Interim Placement Funding for Basic Care Services</u>	<u>1011</u>	<u>      </u>
17	<u>Mental Health 24-Hour Services Children Under Age 18 Basic Services</u>	<u>1012</u>	<u>      </u>
18	<u>Supportive Services – Residential Programs <i>(Includes Attachment A</i></u>	<u>1013</u>	<u>      </u>
19	<u><i>Reimbursement Procedures and Attachment B (Monthly Claim for</i></u>		
20	<u><i>Cost Reimbursement)</i></u>		
21	<u>Client Supportive Services-Full Service Partnerships <i>(Includes Attachment A</i></u>	<u>1014</u>	<u>      </u>
22	<u><i>(Reimbursement Procedures and Attachment B (Monthly Claim for</i></u>		
23	<u><i>Cost Reimbursement))</i></u>		
24	<u>Full Service Partnership (FSP)</u>	<u>1015</u>	<u>      </u>

**SECTION 1  
THREE (3) MONTH CASH FLOW ADVANCE SCHEDULE**

Month of Service		Disbursement	Recovery of the CFA Payment
Month 1	July	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 2	August	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 3	September	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 4	October	Contractor's State and County approved July claims minus the amount the July CFA exceeded the contractor's County and State approved July claims minus any remaining approved claims amounts that are in excess of 1/12th of the MCA.	The amount the July CFA exceeded the contractor's County and State approved July claims (July CFA minus July actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 5	November	Contractor's State and County approved August claims minus the amount the August CFA exceeded the contractor's County and State approved August claims minus any remaining approved claims amounts that are in excess of 1/12th of the MCA.	The amount the August CFA exceeded the contractor's County and State approved August claims (August CFA minus August actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 6	December	Contractor's State and County approved September claims minus the amount the September CFA exceeded the contractor's County and State approved September claims minus any remaining approved claims amounts that are in excess of 1/12th of the MCA.	The amount the September CFA exceeded the contractor's County and State approved September claims (September CFA minus September actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 7	January	Contractor's State and County approved October claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA. Recovery of any units of service deficiency.

Month 8 February	Contractor's State and County approved November claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 9 March	Contractor's State and County approved December claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 10 April	Contractor's State and County approved January claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 11 May	Contractor's State and County approved February claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 12 June	Contractor's State and County approved March claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA and recovery of any units of service deficiency.
Month 13 July	Contractor's State and County approved April claims minus any CFA unpaid balance.	Recovery of the CFA unpaid balance and any units of service deficiency.
Month 14 August	Contractor's State and County approved May claims minus any CFA unpaid balance.	Recovery of the CFA unpaid balance and any units of service deficiency.
Month 15 September	Contractor's State and County approved June claims minus any CFA unpaid balance.	Recovery of the CFA unpaid balance and any units of service deficiency.

**SECTION 2**  
**FIVE (5) MONTH CASH FLOW ADVANCE SCHEDULE**

Month of Service		Disbursement	Recovery of the CFA Payment
Month 1	July	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 2	August	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 3	September	Cash Flow Advance (CFA) of 1/12th of the Maximum Contract Amount (MCA).	
Month 4	October	Contractor's State and County approved July claims plus a CFA in the amount of 1/12 <sup>th</sup> of the MCA for EPSDT-SGF multiplied by 2 minus any approved claims amounts that are in excess of 1/12th of the MCA. The total payments shall not exceed 1/12 <sup>th</sup> of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA.
Month 5	November	Contractor's State and County approved August claims plus a CFA in the amount of 1/12 <sup>th</sup> of the MCA for EPSDT-SGF multiplied by 2 any approved claims amounts that are in excess of 1/12th of the MCA. The total payments shall not exceed 1/12 <sup>th</sup> of the MCA.	Any approved claims amounts that are in excess of 1/12th of the MCA.
Month 6	December	Contractor's State and County approved September claims minus the amount the July CFA exceeded the contractor's County and State approved July claims (July CFA minus July actual claims) minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the July CFA exceeded the contractor's County and State approved July claims (July CFA minus July actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 7	January	Contractor's State and County approved October claims minus the amount the August CFA exceeded the contractor's County and State approved August claims (August CFA minus August actual claims) minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the August CFA exceeded the contractor's County and State approved August claims (August CFA minus August actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.

Month 8 February	Contractor's State and County approved November claims minus the amount the September CFA exceeded the contractor's County and State approved September claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the September CFA exceeded the contractor's County and State approved September claims (September CFA minus September actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 9 March	Contractor's State and County approved December claims minus the amount the October CFA exceeded the contractor's County and State approved October claims (October CFA minus October actual claims) minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the October CFA exceeded the contractor's County and State approved October claims (October CFA minus October actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 10 April	Contractor's State and County approved January claims minus the amount the November CFA exceeded the contractor's County and State approved November claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	The amount the November CFA exceeded the contractor's County and State approved November claims (November CFA minus November actual claims) plus any remaining approved claims amounts that are in excess of 1/12th of the MCA.
Month 11 May	Contractor's State and County approved February claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 12 June	Contractor's State and County approved March claims minus any approved claims amounts that are in excess of 1/12th of the MCA.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 13 July	Contractor's State (FFP & EPSDT-SGF) and County approved April claims minus any CFA unpaid balance.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 14 August	Contractor's State (FFP & EPSDT-SGF) and County approved May claims minus any CFA unpaid balance.	Recovery of any CFA unpaid balance and any units of service deficiency.
Month 15 September	Contractor's State (FFP & EPSDT-SGF) and County approved June claims minus any CFA unpaid balance.	Recovery of any CFA unpaid balance and any units of service deficiency.

**SECTION 3**  
**CASH FLOW ADVANCE AND CLAIMS PAYMENT EXAMPLES**

**DMH LEGAL ENTITY AGREEMENT**  
**ATTACHMENT V**

MCA = \$1,200,000; 1/12th of MCA = \$100,000

**Disbursements - 3 Months**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb.	March
1) CFA									
MIS - allocations	100,000	100,000	100,000	July MIS & approvals	August MIS & approvals	Sept. MIS & approvals	Oct. MIS & approvals	Nov. MIS & approvals	Dec. MIS & approvals
Pass through approvals				60,000	55,000	52,000	51,000	52,000	51,000
Total Disbursement				40,000	45,000	48,000	49,000	48,000	49,000
				100,000	100,000	100,000	100,000	100,000	100,000

2) CFA

MIS - allocations	100,000	100,000	100,000	45,000	50,000	52,000	52,000	50,000	51,000
Pass through approvals				40,000	43,000	46,000	46,000	45,000	49,000
(less July CFA-July Act, etc. *)				(15,000)	(7,000)	(2,000)	-	-	-
Total Disbursement				70,000	86,000	96,000	98,000	95,000	100,000

3) CFA

MIS - allocations	100,000	100,000	100,000	55,000	58,000	60,000	64,000	68,000	70,000
Pass through approvals				50,000	52,000	55,000	61,000	65,000	68,000
(less excess of 1/12th MCA **)				(5,000)	(10,000)	(15,000)	(25,000)	(33,000)	(38,000)
Total Disbursement				100,000	100,000	100,000	100,000	100,000	100,000

**Disbursements - 5 Months**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb.	March
1) CFA									
MIS - allocations	100,000	100,000	100,000	July MIS & approvals	August MIS & approvals	Sept. MIS & approvals	Oct. MIS & approvals	Nov. MIS & approvals	Dec. MIS & approvals
Pass through approvals				60,000	55,000	52,000	55,000	56,000	55,000
Total Disbursement				40,000	45,000	48,000	45,000	44,000	45,000
				100,000	100,000	100,000	100,000	100,000	100,000

2) CFA	100,000	100,000	100,000	20,000	12,000	52,000	56,000	58,000	50,000
MIS - allocations				45,000	48,000	52,000	52,000	58,000	50,000
Pass through approvals				35,000	40,000	41,000	41,000	47,000	48,000
(less Oct.. CFA)						(20,000)	(12,000)	(7,000)	
Total Disbursement				100,000	100,000	73,000	96,000	98,000	98,000

3) CFA	100,000	100,000	100,000	10,000	52,000	60,000	65,000	68,000	75,000
MIS - allocations				48,000	52,000	48,000	62,000	65,000	72,000
Pass through approvals				42,000	48,000	(10,000)	(27,000)	(33,000)	(47,000)
less excess of 1/12th MCA**						98,000	100,000	100,000	100,000
Total Disbursement				100,000	100,000	98,000	100,000	100,000	100,000

\* e.g. July CFA = \$100,000; July actuals = \$85,000; therefore, difference is \$15,000  
 \*\* Once CFA is fully repaid, any claims are remitted to contractor



**SECTION 3**  
**CASH FLOW ADVANCE AND CLAIMS PAYMENT EXAMPLES**

**DMH LEGAL ENTITY AGREEMENT**  
**ATTACHMENT V**

**Disbursements - 3 Months**

	April	May	June	July	Aug	Sept
1) CFA						
MIS - allocations	53,000	51,000	52,000			
Pass through approvals	47,000	49,000	48,000			
Total Disbursement	100,000	100,000	100,000			
	April, May, June MIS & approvals used to payback July, Aug, Sept. CFA					

2) CFA						
MIS - allocations	50,000	51,000	50,000			
Pass through approvals	48,000	49,000	49,000			
Total Disbursement	98,000	100,000	99,000			
	May be holdback in April, May, and/or June due to low service level April, May, June MIS & approvals used to payback July, Aug, Sept. CFA					

3) CFA						
MIS - allocations	75,000	78,000	81,000			
Pass through approvals	72,000	76,000	78,000			
less excess of 1/12th MCA **	(47,000)	(68,000)	(59,000)			
Total Disbursement	100,000	86,000	100,000			
	Once CFA has been fully repaid, April - June MIS & approvals will be paid up to MCA					

**Disbursements - 5 Months**

	April	May	June	July	Aug	Sept
1) CFA						
MIS - allocations	57,000	55,000	58,000			
Pass through approvals	43,000	45,000	42,000			
Total Disbursement	100,000	100,000	100,000			
	April, May, June MIS & approvals used to payback July, Aug, Sept. CFA					

2) CFA						
MIS - allocations	49,000	51,000	51,000			
Pass through approvals	48,000	49,000	49,000			
(less Oct... CFA)		(2,000)	(3,000)			
Total Disbursement	97,000	98,000	97,000			
	May be holdback in April, May, and/or June due to low service level April, May, June MIS & approvals used to payback July, Aug, Sept. CFA					

3) CFA						
MIS - allocations	81,000	84,000	89,000			
Pass through approvals	76,000	81,000	82,000			
less excess of 1/12th MCA **	(59,000)	(65,000)	(69,000)			
Total Disbursement	100,000	100,000	102,000			
	Once CFA has been fully repaid, April - June MIS & approvals will be paid up to MCA					

DMH LEGAL ENTITY AGREEMENT

ATTACHMENT VI

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Legal Entity Agreement's Paragraph 53 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of Tessie Cleveland Community Services Corporation, (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official (Official Name) Moses Chadwick

Please print name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT VII**

**SAFELY SURRENDERED BABY LAW FACT SHEET  
(IN ENGLISH AND SPANISH)**

# No shame.

# No blame.

# No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County:

**1-877-BABY SAFE**

**1-877-222-9723**

[www.babysafela.org](http://www.babysafela.org)



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

---

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

---

***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

---

**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

---

**Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.**

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT VIII**

**CROSSWALK FACT SHEET**

Current Language	New Language
○ Health Care Financing Administration (HCFA)	○ Centers for Medicare and Medicaid Services (CMS)
○ Explanation of Balance (EOB)	○ Remittance Advice (RA)
<ul style="list-style-type: none"> <li>○ Mode of Service and Service Function Code (SFC)</li> <li>○ Activity Code</li> </ul>	<ul style="list-style-type: none"> <li>○ CPT Codes: <u>Current Procedural Terminology</u> published by the American Medical Association is a list of codes representing procedures or services.</li> <li>○ <b>HCPCS Codes (Level II):</b> <u>HCFA and other Common Procedure Coding System (HCPCS)</u> Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services.</li> </ul> <p><b>A crosswalk of HCPCS and CPT Codes to SFC's is available in legacy files.</b></p> <p><b>UB92:</b> Refers to coding standards designated by HIPAA.</p>
○ DSM IV	○ <b>ICD-9 Codes:</b> ( <u>International Classification of Diseases</u> ), 9 <sup>th</sup> Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses.
○ Clinical Staff and Discipline Code	○ Rendering Provider and Taxonomy
○ MHMIS <u>or</u> Mental Health Management Information System AND MIS Management Information System	○ IS or Integrated System
○ References to entering data into the MIS	○ Entering data into the IS
○ RGMS	○ IS



## CHARITABLE CONTRIBUTIONS CERTIFICATION

Tessie Cleveland Community Services Corporation  
Company Name

8019 South Compton Avenue, Los Angeles, CA 90015  
Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Moses Chadwick, Executive Director/Clinical Director  
Name and Title of Signer (Official Name, Official Title)

Please print

## DMH Agreement Summary

LEGAL ENTITY NAME: Tessie Cleveland Community Services Corporation

Contract No.: TBA

Legal Entity No.: TBA

Term of Agreement: 12/01/06-06/30/10

Contract Expiration: 06/30/10

Board Adopted Date: \_\_\_\_\_

### LIST OF FUNDING SOURCES (Please check all applicable contract funding.)

1	CGF	<input checked="" type="checkbox"/>
2	CGF - Psychiatric Emergency Services (PES)	<input type="checkbox"/>
3	SAMHSA	<input type="checkbox"/>
4	SAMHSA - Child Mental Health Initiative	<input type="checkbox"/>
5	SAMHSA - Targeted Capacity Expansion	<input type="checkbox"/>
6	PATH	<input type="checkbox"/>
7	CalWORKs - Flex Fund	<input type="checkbox"/>
8	CalWORKs - Mental Health Services (MHS)	<input type="checkbox"/>
9	CalWORKs - Community Outreach Services (COS)	<input type="checkbox"/>
10	CalWORKs - Families Project - Client Support Services	<input type="checkbox"/>
11	CalWORKs - Families Project - MHS & Targeted Case Management	<input type="checkbox"/>
12	CalWORKs - Families Project - COS	<input type="checkbox"/>
13	DPSS - GROW	<input type="checkbox"/>
14	DCFS AB 2994	<input type="checkbox"/>
15	DCFS Family Preservation	<input type="checkbox"/>
16	DCFS Star View Life Support PHF	<input type="checkbox"/>
17	DCFS Independent Living	<input type="checkbox"/>
18	DCFS STOP (70%)	<input type="checkbox"/>
19	DCFS Medical Hubs	<input type="checkbox"/>

20	DCFS Basic MH Services Enhanced Specialized Foster Care	<input type="checkbox"/>
21	DCFS Intensive In-Home Enhanced Specialized Foster Care	<input type="checkbox"/>
22	Schiff-Cardenas - M.H. Screening, Assessment, and Treatment (MHSAT)	<input type="checkbox"/>
23	Schiff-Cardenas - Multi-Systemic Therapy Program (MST)	<input type="checkbox"/>
24	AB 34/AB 2034	<input type="checkbox"/>
25	ADPA AB 34/AB 2034 Housing	<input type="checkbox"/>
26	DHS-OAPP HIV/AIDS	<input type="checkbox"/>
27	DHS Dual Diagnosis	<input type="checkbox"/>
28	DHS Social Model Recovery	<input type="checkbox"/>
29	DHS LAMP	<input type="checkbox"/>
30	HIV AIDS	<input type="checkbox"/>
31	IDEA (AB 3632 - SEP)	<input type="checkbox"/>
32	SB 90 (AB 3632 - SEP)	<input type="checkbox"/>
33	Mental Health Services Act (MHSA)	<input type="checkbox"/>
34	Mental Health Services Act (MHSA) - Full Service Partnership	<input type="checkbox"/>
35	Mental Health Services Act (MHSA) - AB 2034 Services	<input type="checkbox"/>
36	Medi-Cal, Healthy Families, or MAA FFP	<input checked="" type="checkbox"/>
37	SGF - EPSDT	<input checked="" type="checkbox"/>

**FUNDING SOURCES OF NEW AGREEMENT:**  
See Financial Summary(ies) for details of MCA.

**MAXIMUM CONTRACT AMOUNT (MCA) PER FISCAL YEAR (FY)**

FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
\$3,247,599	\$5,567,200	\$5,567,200	\$5,567,200

Headquarters' (HQ) Address: 8019 South Compton Avenue  
Los Angeles, CA 90015

HQ's Sup. District: 2

Service Area(s): 6

CONTRACTING WITH MINORITY/WOMEN-OWNED FIRMS  
PERCENTAGE OF OWNERSHIP IN FIRM

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Tessie Cleveland Community Services Corporation	NP								
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										

Firm Status: NP = Non-Profit  
P = For Profit  
G = Governmental

**NOTE:** Non-Profit firms and governmental institutions are not owned; hence, the data on percentage of ownership in firm by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.

## EXHIBIT 1

### CONDITIONS OF SPACE USE

1. Authority for Use: Contractor is hereby granted permission to utilize for the term of this Agreement in accordance with the following terms and conditions, the County space identified in Exhibit "A". Contractor may occupy such space solely for the provision of mental health services in accordance with this Agreement. Contractor understands that this space use does not constitute the conveyance by County to Contractor of any estate or interest in real or personal property. Contractor shall not use County's property for financing purposes.

2. Parking: Contractor is authorized to use 34 on-site surface parking spaces at the Facility.

3. Value of Space: The parties acknowledge that the total square footage of Facility hereunder is approximately 10,646 gross rentable square feet. The annual rental value of such space at Facility on a net basis is ninety thousand seven hundred thirty-nine Dollars (\$90,739), i.e. \$8.52 per square foot. This space, however, is provided to Contractor free-of-charge as part of County's consideration under the Agreement.

4. Operational Space Responsibilities:

Contractor's Obligations:

- A. Keep the area occupied in a clean and sanitary manner.
- B. Conduct the authorized activities in a courteous and professional manner; remove any agent, servant, or employee who fails to conduct the authorized activities on the Premises in the manner heretofore described.
- C. Contractor, at Contractor's sole expense shall, keep the Premises, utility installations intended for Contractor's exclusive use (no matter where located), and alterations in good order, condition and repair (whether or not the portion of the

Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Contractor, and whether or not the need for such repairs occurs as a result of Contractor's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. The foregoing list is illustrative and not exhaustive. Contractor, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by (D) below. Contractor's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Contractor shall, during the term of this Contract, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

D. Contractor shall, at Contractor's sole expense, procure and maintain contracts, with copies to Director and County Chief Administrative Office (CAO), in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) repair, but not replacement of roof covering and drains, (vi) clarifiers (vii) basic utility feed to the perimeter of the Building, and (viii) any other equipment, if reasonably required by County. However, County reserves the right, upon notice to Contractor, to procure and maintain any or all of such service contracts, and if County so elects, Contractor shall reimburse County, upon demand, for the cost thereof.

E. If Contractor fails to perform Contractor's obligations under this Paragraph 4, County may enter upon the Premises after 10 days' prior written notice to Contractor (except in the case of an emergency in which case no notice shall be required), perform such obligations on Contractor's behalf, and put the Premises in good order, condition and repair, and Contractor shall promptly reimburse County, upon demand, for the full cost thereof.

F. Subject to Contractor's liability resulting from Contractor's failure to exercise and perform good maintenance practices, if an item described in Paragraph (D) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, as reasonably determined by County, then such item shall be replaced by County.

G. Comply with all applicable municipal and County ordinances, and all State and Federal laws, and in the course thereof, obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises.

H. Assume the risk of loss, damage, or destruction to any and all fixtures and personal property belonging to Contractor that are installed or placed within the Premises.

I. Upon termination of this Agreement, and upon the written request of Director, restore the area occupied to the conditions that existed prior to the commencement of the activities authorized by this Agreement other than for (1) ordinary wear and tear and damage or destruction from forces beyond the control of Contractor, and (2) approved alterations, additions, or betterments made by Contractor in accordance with Paragraph 5 herein below which Director desires to retain.

#### County's Obligations:

It is intended by the Parties hereto that County have no obligation, in any manner whatsoever, to repair and/or maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Contractor with the exception of Basic Structure which includes only the following: 1) Building foundation; 2) Building structural components; 3) replacement of the roof and; 4) utility services that exist beyond the

perimeter of the Building, including without limitation sewer pipes. It is the intention of the Parties that the terms of this Paragraph 4 govern the respective obligations of the Parties to the Agreement as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Contract.

5. Alterations and Improvements to Facilities: Contractor shall not make either structural or non-structural alterations or improvements to the Facility space utilized by it without the prior written consent of Director. Director shall approve or disapprove such alteration, improvement, or installation requests from Contractor within 30 calendar days of receipt of Contractor's written request. Any alterations, improvements, or installations so approved shall be done at Contractor's sole expense and at no cost to County. Contractor agrees to cooperate fully in the County's posting of notices of non-responsibility prior to the commencement of work on any alterations. County may impose reasonable conditions on its consent to any and all Alterations.

In the event that Contractor proposes any structural alteration or repair of Facility, then, prior to the commencement of any such alteration or repair, Contractor shall obtain the prior written approval of the plans and specifications for such alteration or repair from Director. Director shall approve or disapprove such proposals from Contractor within 30 calendar days of receipt of Contractor's written request. Director may condition his/her approval upon posting of such performance and labor and material bonds (with County named as an additional obligee) at Contractor's expense, to assure the satisfactory and timely completion of the proposed alteration or repair.

The performance of any such alteration or repair shall be subject to the State Constitution, and Federal and State statutes and regulations, including but not limited to, the Americans with Disabilities Act, the prevailing wage and hour provisions of the California Labor Code, local laws and codes, and County ordinances, as well as the prior written approval of Director. Any alteration or repair of County premises hereunder shall become County property, or at Director's sole election, County may require Contractor, at Contractor's expense, to restore County Premises to the condition that

existed prior to any such alteration or repair, except for normal wear and tear.

All personal property, fixtures, and equipment which have been installed or placed by Contractor on the Premises, shall be removed by Contractor by the expiration or termination date of this Agreement. In the event of failure to remove such property or fixtures in accordance herewith, title to such property or fixtures shall vest in County, or County may elect to have such property or fixtures removed and stored, the cost of which shall be borne by Contractor. At Director's written request, Contractor shall restore Premises to the original condition, excepting normal wear and tear.

Except as noted above, all permanent alterations, additions, or betterments to the Premises furnished by Contractor or by County during the term of this Agreement shall remain the property of County upon the termination of this Agreement.

6. Title: Contractor hereby acknowledges the title of County in and to the Premises and covenants and agrees never to assail, contest, or resist said title.

7. Occupancy: While this Agreement confers on Contractor permission to occupy the space described herein in accordance with the terms and conditions hereinabove specified, it does not grant or reserve to Contractor any other interest or estate therein. Therefore, Contractor shall not assign, hypothecate or mortgage the Premises or any portion thereof, by, through, or pursuant to the Agreement.

8. Right to Entry: With an advance notice of 48 hours, or sooner if Contractor agrees, the Premises described herein shall be open to the inspection of authorized County representatives. Entry required for emergency repairs or other emergency reason shall not be subject to the 48 hour notice; however, Director shall use his or her best efforts to notify Contractor as soon as possible.

9. Administration of County Space: County does not grant or delegate to Contractor hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to County space which is the subject of this Agreement.



10. Authority to Stop: In the event Director finds that any activity conducted by Contractor on County Premises endangers the health or safety of County patients, County personnel, or others, Contractor shall forthwith cease such activity. In addition, Director may close and/or secure the Premises where the activity has been conducted until the endangering activities cease.

11. Acknowledgment of Ineligibility for Relocation Assistance: Contractor expressly acknowledges that Contractor will be in possession of the Premises as a result of County's previously acquired property interest. In recognition of such fact, Contractor hereby disclaims any status as a "displaced person" as such is defined in Government Code section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code sections 7260 through 7277, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of the Agreement or the permitted use of the Premises.

12. Surrender of Premises: Upon termination or expiration of this Agreement, Contractor shall immediately vacate County-owned space described in Exhibit "A".

13. Equipment, Supplies, Staffing: Except as otherwise may be expressly noted herein, Contractor shall furnish all furniture, equipment, supplies, and staff required to provide services hereunder.

14. Damage to County Facilities, Buildings, or Grounds: Contractor shall repair, or cause to be repaired, or make reasonably diligent efforts to begin such repair, at its own cost, any and all damage (beyond normal wear and tear) to County facilities, buildings, or grounds caused by Contractor, employees of Contractor, or persons or companies making pick-ups from or deliveries to Contractor. Such repairs or reasonably diligent efforts to begin such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than 30 calendar

days after the occurrence of the damage.

15. Taxes:

A. County shall have no liability or responsibility for any taxes, including, but not limited to, sales, income, or property taxes, which may be imposed in connection with or resulting from this Agreement or Contractor's performance hereunder. Subject to any exemptions that Contractor may be legally entitled, Contractor shall have liability and responsibility for all such taxes, including any which may be levied or assessed upon the personal property and fixtures belonging to County.

B. Contractor understands and agrees that the rights granted by this Agreement to occupy County property may create a possessory interest subject to real property taxation or assessment thereon, or both, and that Contractor shall pay any such tax or assessment unless any exemptions to which Contractor may be legally entitled removes such liability.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

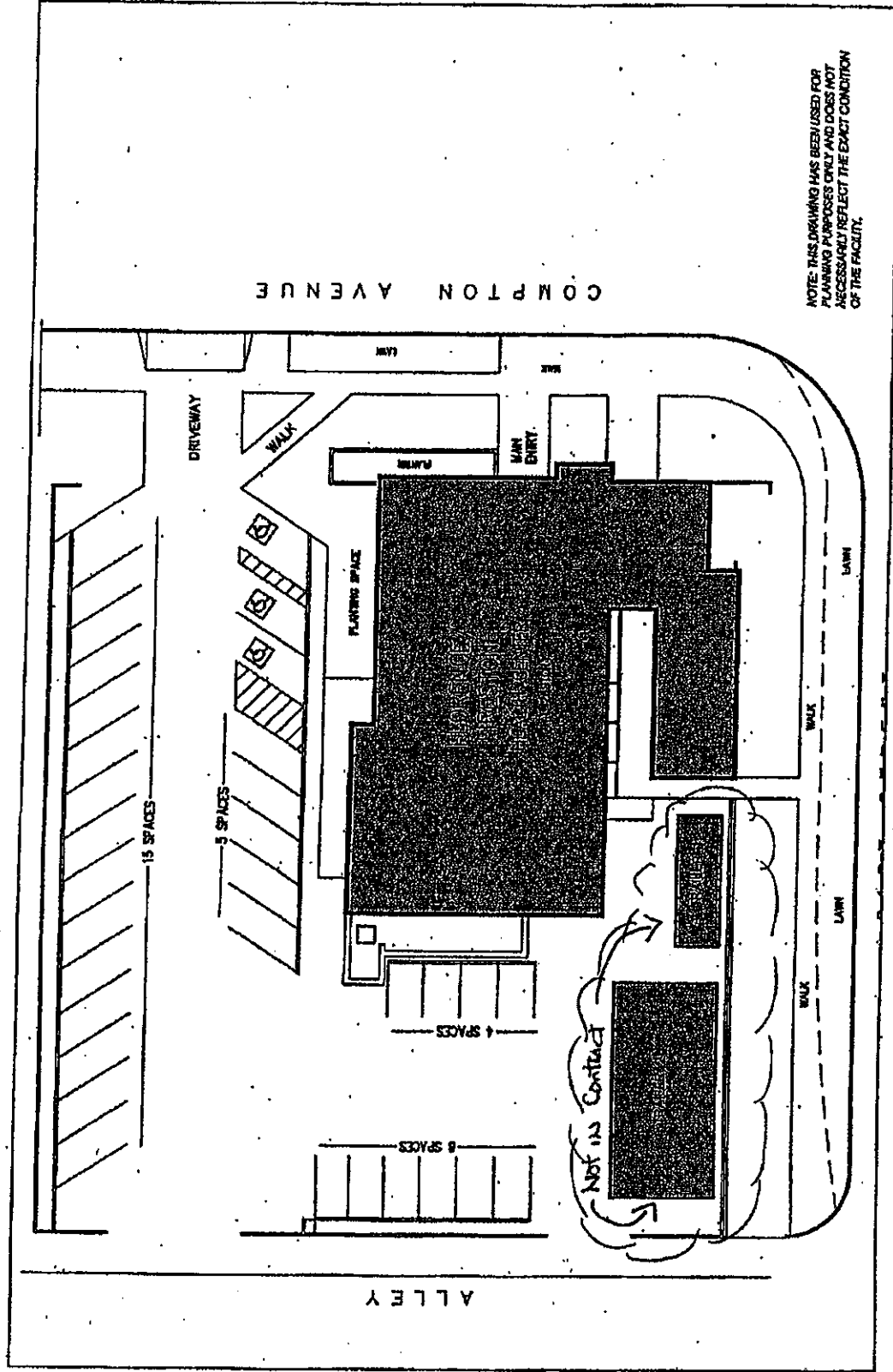
/

/

/

/

EXHIBIT A



FLORENCE/FIRESTONE HEALTH CENTER - SITE PLAN

8019 S. COMPTON AVENUE, LOS ANGELES, CALIF. 90001  
2000 MEDICAL PLANNING SERVICES STUDY



# EXHIBIT A

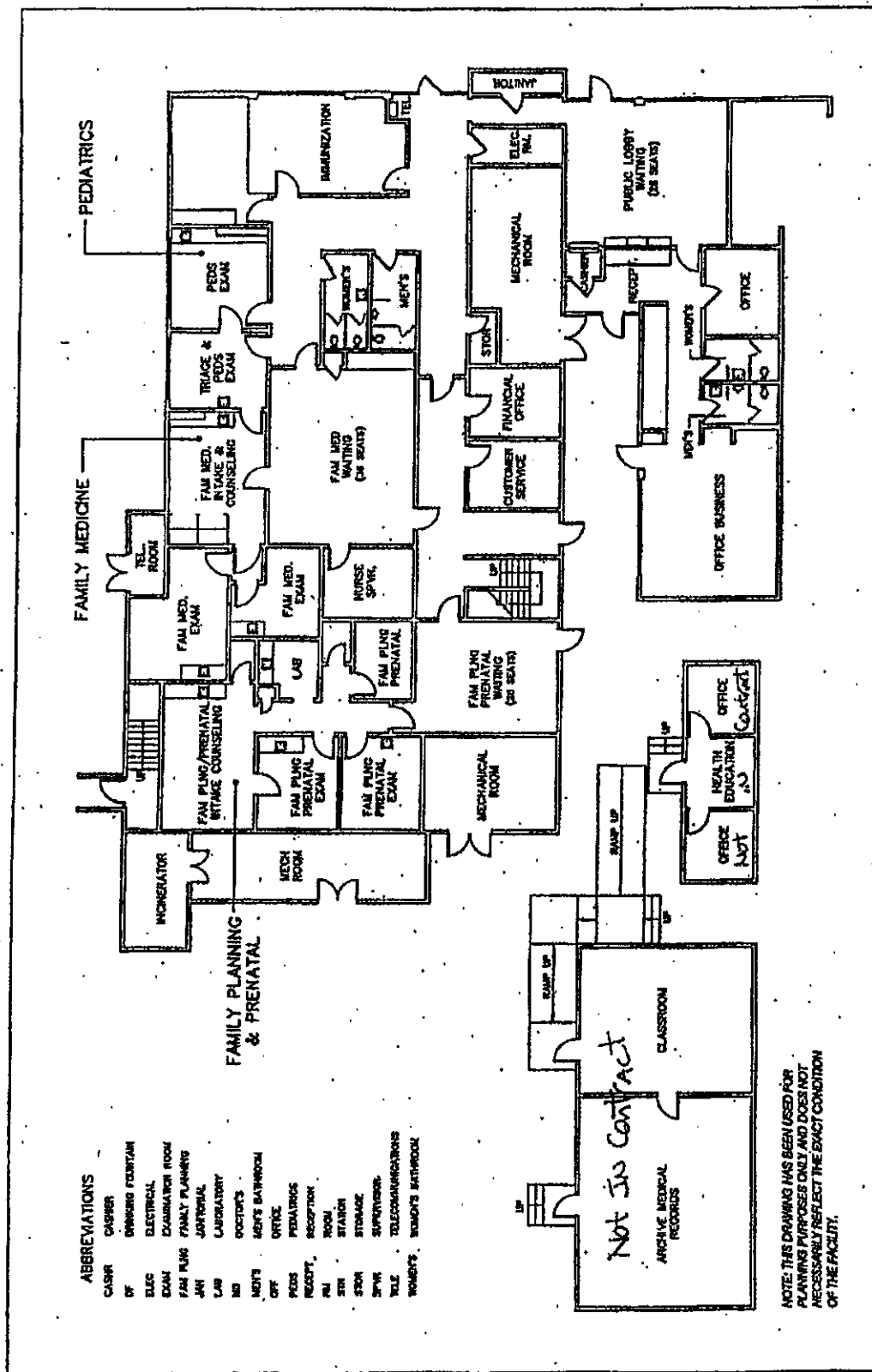
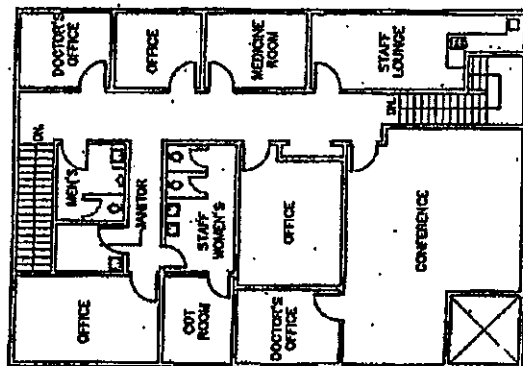
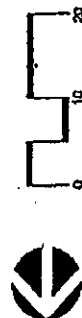


EXHIBIT A



NOTE: THIS DRAWING HAS BEEN USED FOR PLANNING PURPOSES ONLY AND DOES NOT NECESSARILY REFLECT THE EXACT CONDITION OF THE FACILITY.



FLORENCE/FIRESTONE HEALTH CENTER - SECOND FLOOR PLAN

6019 S. COMPTON AVENUE LOS ANGELES

2000 MEDICAL PLANNING SERVICES STUDY

